COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE BOARD OF TRUSTEES OF BELLEVUE COLLEGE

AND

THE BELLEVUE COLLEGE ASSOCIATION OF HIGHER EDUCATION

September 1, 2024 – August 31, 2026

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PREAMBLE

This Agreement is made between Bellevue College and the Bellevue College Association of Higher Education. The parties share the goals of providing quality education for students at the College and maintaining high standards of academic excellence in all facets of the Bellevue College program. They agree that attracting and retaining a highly qualified, diverse and motivated professional staff, and creating an inclusive College community, are integral to meeting these goals. To that end, the parties agree as follows:

ARTICLE 1 - Definitions

1.1. Academic Year

The Fall, Winter, and Spring Quarters, plus non-instructional contracted days as defined herein.

1.2. Administrator

Any person employed either full- or part-time by the College who performs administrative functions for at least fifty percent (50%) or more of their assignments, and has responsibilities to hire, dismiss, or discipline other employees. All such employees are excluded from the bargaining unit covered by this Agreement.

1.3. Adjunct Faculty

A faculty member whose appointment is for a specified period of time and does not meet the full-time workload requirements for an Academic Year as defined herein. Such appointment carries with it no promise or expectation of continued employment. Such appointments are not applicable towards tenure.

1.4. Agreement

The Collective Bargaining Agreement by and between the Board of Trustees of Bellevue College and the Bellevue College Association of Higher Education, September 1, 2024 – August 31, 2026.

1.5. Appointing Authority

The Board of Trustees of the College or its lawfully delegated designee(s).

1.6. Assistant Dean (AD)

A faculty position with a three-year renewable term, Assistant Deans in the instructional divisions provide administrative and operational support for internal division activities related to programs, faculty, and students, as delegated by the Dean.

1.7. Associate Dean

In the academic areas, the administrator with management authority over programs within a College division. The Associate Dean may also be appointed as the designee of the Dean.

1.8. Association

The Bellevue College Association of Higher Education, an affiliate of the Washington Education Association and the National Education Association.

1.9. Board

The Board of Trustees of the College or its lawfully delegated representatives.

1.10. College

Bellevue College, sometimes referenced in applicable law or regulation as Community College District VIII.

1.11. Day

Unless otherwise specified, "Days," as used in the Agreement shall mean contractual days (normally Monday through Friday).

1.12. Dean

The administrator with management authority over one of the College's divisions.

1.13. Division

One of the Divisions of the College, which as of the effective date of this Agreement are: Arts and Humanities Division, Science Division, Social Science Division, Health Sciences, Education and Wellness Institute (HSEWI), School of Business and Technology, and Connected Learning.

1.14. Faculty Member

Any person employed by the College as an instructor, counselor, librarian, program or department chair, or in any other position for which the training, experience, or responsibilities are comparable as determined by the Appointing Authority.

1.15. Full-Time Equivalent Faculty (FTEF).

A unit of measure describing the workload of a faculty position. An FTEF of 1.0 represents a full workload for a quarter. A faculty position with a full-time workload for the Academic Year has an FTEF of 3.0.

1.16. Full-Time Faculty.

A faculty member who performs a full-time work load as defined herein for an Academic Year and is contracted on an annual basis in a tenure-track, tenured or temporary faculty position as described in Article 11.

1.17. Individual Contract

The signed contract between the College and a faculty member which states salary or wages, dates of employment, and conditions of employment, all of which shall be consistent with this Agreement.

1.18. Instruction Mode

The manner in which instruction will be delivered (e.g., in-person web enhanced, online asynchronous, online synchronous, hybrid, etc.).

1.19. Moonlight

Refers to full-time faculty engaging in additional compensated instructional work outside of their full-time load as defined in Section 16.3.5.

1.20. Non-Compensable Leave

Leave accrued by full-time faculty who are not under contract during the Summer Quarter (and previously accrued by certain adjunct faculty members). Non-Compensable Leave may be used in addition to Personal Leave in circumstances described in Article 20. Non-Compensable Leave may not be transferred, donated or converted to cash in any circumstance.

1.21. Off-Contract

Off-Contract refers to duties and responsibilities undertaken by faculty outside their regular contractual obligations, specifically during non-instructional periods such as academic breaks and the summer term.

1.22. Paid Workload (formerly "Paid Release")

Paid Workload refers to contracts assigned for classes and other workload to-full-time faculty off contract, moonlighting, and adjunct faculty members and is counted towards the adjunct faculty member's FTEF. Compensation for this Paid Workload will be at the individual's appropriate rate of pay for the type of work performed and adjunct faculty rank, and is calculated using a workload equivalency multiplier.

1.23. Part-Time Faculty.

See definition of Adjunct Faculty.

1.24. Personal Leave

Paid leave accrued by faculty which may be used for absences as described in Article 20. Personal leave may be converted to cash, transferred or donated as shared leave according to the provisions of Article 20 and applicable state law.

1.25. Program Chair

Full-time faculty members elected by program faculty and appointed by the dean to perform the responsibilities described in Article 12 and Appendix E.

1.26. Provost

Provost is the Senior Academic Officer (Vice President of Academic Affairs).

1.27. Release

For full-time faculty a Release means a release that is being provided to a full-time faculty member from their regular workload. This time will be included in the FTEF and compensation is included in the full-time faculty member's base salary.

1.28. Stipends

Stipends are payments for work that are calculated based on the estimated hours for the work. There are two types of Stipends that are permitted for either full time faculty or adjunct faculty as determined by the Provost or designee:

- Stipends for Category A and B work paid for estimated hours at the individual's rate of pay (as defined by 18.2.1).
- Flat Rate Stipends – Stipends paid for assignments that are non-instructional in nature and involve a specific task or are contractually determined (e.g., course development, workshop attendance, canceled class payment, grant materials, special event participation, special projects). Flat Rate stipends are determined by the type of work performed and an estimate of hours needed to perform the work, paid in alignment with the Assistant Adjunct Professor Category A or B rate.

1.29. Workload Mode

The professional workload type that distinguishes forms of instruction (e.g., lecture, lab, clinical etc.).

ARTICLE 2 - Board Recognition

2.1. Exclusive Recognition

The College recognizes the Association as the sole and exclusive bargaining representative for all academic employees of the College as defined in RCW 28B.52.

2.2. Administrative Duties

The College will not add administrative duties to any bargaining unit position that would have the effect of removing the position from the bargaining unit without first notifying the Association and, if requested, bargaining over the addition of duties. In the event that the parties are unable to reach agreement through the bargaining process, the dispute will be submitted to the Public Employment Relations Commission for resolution.

ARTICLE 3 - Management Rights

3.1. Responsibilities of the College

The College has the responsibility and authority to manage and direct on behalf of and is held accountable to the public for all operations and activities of the College to the full extent authorized by law. The exercise of these powers, rights, authority, duties, and responsibilities by the College and the adoption of such rules, regulations, and policies as it may deem necessary shall be exercised so as to not conflict with the terms of this Agreement.

3.2. Examples of Management Rights

Such rights are, by way of illustration, but not limited to:

3.2.1. Determination and supervision of all policies, operations, methods, processes;

3.2.2. Determination of the size of the College, including the budget and the number and type of academic and nonacademic staff;

3.2.3. Determination of duties and responsibilities of bargaining unit members, standards of employment-related performance evaluation, assignments, responsibilities to be performed, and scheduling of these responsibilities all as consistent with the terms of this Agreement.

3.2.4. Determination of persons employed, promotion, transfer, non-appointment, non-renewal, reassignment, suspension, termination, or layoff of bargaining unit members all as consistent with the terms of this Agreement;

3.2.5. Planning, establishment, modification, reorganization or abolition of the College's programs and courses of instruction;

3.2.6. Determination of the acquisition, location, relocation, installation, operation, maintenance, modification, retirement, and removal of all its equipment and facilities and control of its property;

3.2.7. Determination of the means, methods, budgetary and financial procedures and personnel by which the College's operations are to be conducted; and

3.2.8. Determination of rules, regulations, and policies not inconsistent with this Agreement, and therewith to require compliance.

ARTICLE 4 - Association Rights

4.1. Right to Information

4.1.1. Minutes, Agenda and Related Study Materials. The Association shall be furnished copies of minutes, agenda, and related study materials at the same time and in the same form as those materials are furnished to the public and the Board.

4.1.2. Board Policies and Procedures Manual. The Association shall be provided a current copy of the Board of Trustees Policies and Procedures Manual and any amendments made thereto.

4.1.3. Financial and Other Data. Upon request, the College will furnish the Association with documents or electronic information concerning its financial resources, expenditures, faculty staffing, or other matters reasonably necessary to enable the Association to carry out its duties as the exclusive bargaining representative for faculty members.

4.1.4. Bargaining Unit Members. By the tenth (10th) day of Fall quarter, the College shall provide the Association with a list of the employee identification number, name, hire date, employee type, salary schedule placement (both adjunct and Full-Time rank), home address, work and personal phone numbers, program assignment, work and personal email addresses of all bargaining unit members.

4.1.5. New Bargaining Unit Members. By the tenth (10th) day of Winter and Spring Quarters, the College shall provide the Association with a list of the employee identification number, hire date, employee type, salary schedule placement (both adjunct and Full-Time rank), home address, work and personal phone numbers, program assignment, and work and personal email addresses.

4.2. Board Meetings

An officially designated Association representative or agent shall have the right to appear at Board of Trustees open meetings and may request to place matters on the agendas in accordance with Board bylaws.

4.3. Use of Facilities

4.3.1. Meeting Rooms. The Association and its duly authorized representatives shall have the right to the reasonable use of the College's facilities including online meeting tools for Association business meetings. No charge shall be made for the Association's use of such facilities, provided no special arrangements or services are required to accommodate the Association's requirements.

4.3.2. Association Business. Duly authorized representatives of the Association shall be permitted to transact official Association business on College property at all reasonable times, without interrupting previously scheduled activities.

4.3.3. Use of Facilities. The Association shall have the right to the reasonable use of the College's facilities and equipment for Association business, including copy machines, computers, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. However, the Association will be required to reimburse the College when non-Association employees of the College such as staff personnel are utilized to operate such equipment.

4.3.4. Posting of Association Notices. The Association shall have the exclusive right to post notices of its activities and matters of Association concern on bulletin boards in accordance with applicable campus regulations and shall have the right to use on-campus distribution services and faculty mailboxes for communication to faculty members.

4.3.5. Association Office. The College will provide on-campus office facilities for the Association without charge. The Association Office (A123) shall be equipped by the College. In the event that applicable law requires the College to charge the Association for office facilities, the matter will be referred to the Labor-Management Committee for resolution.

4.4. Release Time and Paid Workload

4.4.1. Participants in Tenure Review proceedings, official Association conferences or meetings, and Legislative and Washington State Board of Community and Technical College meetings on behalf of the Association shall suffer no loss in pay related to such participation. Whenever possible, advance notice of such meetings shall be provided to the appropriate administrator and every effort shall be made to not disrupt professional work schedules. The total number of aggregate days utilized for such purposes shall not exceed ten (10) in any one year.

4.4.2. The College will provide 1.0 FTEF release time for the President of the Association or the equivalent paid workload for an adjunct faculty member. The Association may, at its election, purchase an additional 1.0 FTEF release time or paid workload on an annual basis for the Association President by reimbursing the College for the cost of that release time, which will be calculated based on the Assistant Adjunct Professor rate of pay, plus an additional twenty percent (20%) to address benefit costs.

4.4.3. During years when this Agreement is fully open for negotiation (the final Academic Year of the Agreement), the College will provide 1.0 FTEF annual release time (or paid workload for an adjunct faculty member) for the Vice President of the Association to facilitate the parties' annual negotiations. In any

year, the Association may, at its election, purchase up to a total of 2.0 FTEF release time or paid workload on an annual basis for the Association Vice President or other Association officers by reimbursing the College for the cost of that release time at the rate described in Section 4.4.2. above.

4.5. Association Representation, Dues, and Payroll Deductions

4.5.1. Following the receipt of written notification from the Association that it has received authorization for dues collection from a faculty member, the College will deduct from the faculty member's salary an amount equal to the dues and assessments required to be a member of the Association. The College shall remit such dues to the authorized Association representative within three (3) working days of the issuance of payroll checks.

4.5.2. On or before September 1 of each Academic Year, the Association shall give written notice to the College of the dollar amount of the Association unified dues and assessments which are to be deducted in the coming Academic Year under payroll deduction.

4.6. Deductions

Upon appropriate written authorization from the faculty member and consistent with OFM/SBCTC procedures, the College shall deduct from the salary of the faculty member and make appropriate remittance for contributions to the political action committee affiliated with the Association.

4.7. Access to New Employees

The College will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about the exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the College, or at another time mutually agreed to by the College and Association, provided that the Association is notified of the time and date at least ten (10) days prior. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the College and Association.

ARTICLE 5 - Labor Management Relations

5.1. Labor-Management Committee

Representatives of the Association and the College will meet on a mutually agreed date, place, and time once every month and on an as-needed basis for the purpose of reviewing the administration of this Agreement and attempting to resolve other problems that may arise. These

meetings are not intended to bypass the grievance procedure and shall not be used to renegotiate the provisions of this Agreement. Both parties shall submit an agenda of items they wish to discuss at least five (5) days prior to the scheduled meeting. Neither party shall have control over the selection of the representation of the other party; provided, however, that neither party shall have more than five (5) representatives.

5.2. Presidential Consultation

The College President or their designee shall meet with the President of the Association or their designee at the request of either party to discuss issues of concern.

ARTICLE 6 - Faculty Participation in College Governance

6.1. Participation in Governance

It is recognized by the parties that a governance system which provides for the exercise of the professional judgment and expertise of the faculty is desirable for the successful operation of the College. The Association recognizes the right of the Board to establish or modify the policies, procedures, and organizational structures of the College so long as such establishment or modification does not alter or change the terms and conditions of employment as set forth in this Agreement. It is also recognized that faculty shall have the opportunity to participate in the development and maintenance of the College as an effective organization. The College and the Association agree to promote a collaborative approach to College governance.

6.2. Maintenance of the Governance System

A governance system which allows effective and orderly utilization of faculty professional judgment and expertise shall be maintained at all times during the life of this Agreement. Accordingly, Bellevue College Governance as presently constituted shall be continued during the life of this Agreement unless otherwise agreed by the parties.

6.2.1. Standing Councils and/or Committees. Unless otherwise agreed by the parties, faculty will continue to participate in the standing councils and committees existing as of the effective date of this Agreement. Faculty representatives will be selected for standing councils and committees as appropriate according to provisions of the College's governance model.

6.2.2. Ad Hoc Committees and Task Forces. If the College establishes new committees or task forces during the term of this Agreement that will address topics impacting faculty wages, hours or working conditions, the Association will be consulted regarding the composition of such groups and will select one (1) or more representatives, as appropriate, to participate in the committee or task force.

6.2.3. The College recognizes that the Association has an interest in ensuring faculty perspectives are represented in academic and strategic affairs that may not affect mandatory subjects of bargaining. However, the administration may request

faculty participation on College councils, committees or task forces addressing matters unrelated to faculty wages, hours and working conditions by requesting nominations from the Association or by soliciting faculty directly. In situations where faculty participation is solicited, each party will work to ensure that representation is consistent with the College's Institutional Commitment to Inclusion.

6.3. Instructional Program Configuration

The organizational structure of programs and divisions is determined by collaboration of the Provost or designee, deans, Association and the affected program faculty. Prior to any changes in program configuration, a description of the proposed change, along with the rationale for it, will be shared with the affected faculty, who will provide input. The plan will then be discussed in the Labor-Management Committee, and any resulting recommendations will be provided to the Provost or designee, who will make the final decision. Individuals affected by the proposed change will not participate in the development of the Labor-Management Committee recommendation. The Association President or designee will be included in all steps of the collaborative process.

6.4. Program Development and Review

Faculty directly affected by the design, development, implementation, evaluation and review of programs shall be invited to participate. The Association shall be consulted in a timely manner regarding all such activities.

ARTICLE 7 - Faculty Rights

7.1. Working Environment

Contingent upon budget and fiscal limitations as determined by the Board of Trustees, facilities and equipment currently made available to faculty members in order that the person's teaching, counseling, coaching, librarian, or media specialist function may be best carried out, shall be continued.

7.2. Legal Protection

Whenever any action or proceeding for damages is filed against a faculty member arising out of the performance or failure of performance of duties for the College, the faculty member may request that the Attorney General defend the action or proceeding at the expense of the State. Requests for a defense and satisfaction of any judgment will be reviewed and processed according to the provisions and requirements of RCW 28B.10.842.

7.3. Nondiscrimination

There shall be no disciplinary measures taken nor discrimination with respect to the employment of any person because of such person's race or ethnicity, color, national origin, sex, marital or family status, domicile, sexual orientation, gender identity or expression, age, religion, creed,

disability, veteran status, political activity, union membership/activity or lack thereof, or any other basis prohibited by local, state or federal law.

7.4. Safety

Both parties agree that every reasonable effort shall be made to maintain safe working conditions. All faculty shall follow all college safety rules and procedures. Faculty shall be given immediate notice of any known or imminent danger to body or property, whether from physical or human origin.

7.5. Tuition and Fee Waivers

Annually-contracted faculty who are benefits eligible at the time of the request will be eligible for tuition and fee waivers in accord with College policy.

7.6. Academic Robes

The College will purchase for each ELI/OLS Lead, tenure-track/tenured faculty member a cap, gown and hood appropriate to the degree held by the faculty member and the issuing institution. The College will rent the appropriate cap, gown and hood for all other faculty members who attend the graduation ceremony.

7.7. Electronic Resources

7.7.1. The College will provide accessible e-mail and College network access for all faculty. The College's electronic resources are considered State resources, the use of which is governed by State law and College policy. Materials produced, transmitted or stored on College computers or electronic systems are subject to inspection and disclosure as required by College policy and State law.

7.7.2. The College will identify standard software installed on faculty computers. The College acknowledges that faculty may require non-standard computing resources. The College will work collaboratively with individual faculty/programs to meet software needs. Faculty recognize that the College must document legal software compliance, and will provide personal ownership documentation to the College before personally-owned software is installed on College computers.

7.7.3. Unless otherwise required by operational necessity or the College's legal obligations, the College will notify a faculty member prior to deleting non-standard software or electronic files stored in their computer. If there is a dispute over the need to remove software or files from a faculty member's computer, they may request a review of the dispute by the Provost or designee before any action is taken.

7.8. Parking and Transit

7.8.1. Parking. The College shall provide designated parking facilities for employees. Faculty will pay $30 per quarter for a quarterly daily parking permit. Other permits (*e.g.*, discount permit, daily permit, motorcycle permit) will be paid at the rates set by Public Safety.

7.8.2. Transit Support. The College shall participate in a transit subsidy program. Funding for this program will come from revenues from employee parking permit and bus pass fees.

7.8.3. Program Management. All revenues from sales of employee parking permits will be dedicated to, and may be reinvested in:

A. Measures that support alternative transportation (e.g., ORCA cards);

B. Maintaining and operating the employee portion of College parking facilities (dedicated employee spaces divided by total parking spaces); and/or

C. College sustainability measures.

7.9. Faculty Facilities

The College will provide a faculty/staff dining area in the cafeteria building for the exclusive use of faculty and staff. All faculty, including adjunct faculty who teach on campus, will be assigned a designated work space appropriate to hold Office Hours and to meet with students.

7.10. Records Requests

When any faculty member is the named subject of a public disclosure request under RCW 42.56, subpoena, or legal discovery, the College's Public Records office will provide the faculty member and the Association with a copy of the request at least ten (10) calendar days in advance of the intended release date, unless otherwise required by law. Faculty may seek to enjoin release of the records under RCW 42.56.540.

ARTICLE 8 - Personnel Files

8.1. Official File

The College will maintain a single, official personnel file for each faculty member for the purpose of recording all documents and matters concerning the faculty member's employment, and promotion. The official personnel file will be maintained in the Human Resources Department.

8.2. Faculty Access to Files

A faculty member may upon written request be permitted to examine their file in the Human Resources Department, excepting materials from other colleges and places of employment marked confidential. Only employers and/or personal references may be considered confidential. The faculty member shall have the right to answer any material filed, and their answer shall be attached to the file copy.

8.3. Performance-Related Materials

Disciplinary or performance-related material will not be placed in the file without affording the faculty member an opportunity to read the material; and if they desire, they may discuss the matter with the Vice President of Human Resources. The faculty member shall acknowledge that they have read such material by affixing their signature on the actual copy to be filed, with the understanding that such signature merely signifies that they have read the material to be filed and does not necessarily indicate agreement with its content.

8.4. Copy of Personnel Files

The faculty member shall be permitted to reproduce any material in their file, excepting materials from other colleges and places of employment marked confidential as noted in Section 8.2.

8.5. Included Records

The individual faculty member's records from the Sabbatical Leave Committee, Fulltime Promotion Review Committee, Adjunct Faculty Review and Evaluation, and Tenure Review Committee shall be forwarded to Human Resources for entry in the official personnel file of the faculty member.

ARTICLE 9 - Academic Freedom

9.1. Principle of Academic Freedom

Institutions of higher education are conducted for the common good. The common good depends upon a free search for truth and its free expression. Hence, it is essential that the faculty member be free to pursue scholarly inquiry without undue restriction, and to voice and publish conclusions concerning the significance of evidence that the faculty member considers relevant. The faculty member must be free from the corrosive fear that others, inside or outside the College, because their visions may differ, may threaten that faculty member's professional career or the material benefits accruing from it. Therefore, there shall be no restraints which would impair the faculty member's ability to present in this context subject matter related to their discipline.

9.2. Faculty Teaching Methods

Particular teaching techniques, materials and the method and manner of presentation shall be protected and not subject to prior constraints as long as approved workload and instruction mode categories are met.

9.3. Free Exchange of Ideas

Each faculty member is free to present their ideas in the learning situation where they have professional competence and responsibility. Each faculty member shall be free from instructional censorship or discipline when that member speaks, writes, or acts, as long as they exercise academic responsibility. For example, controversial issues should be examined from multiple perspectives, and students should be permitted to present freely their own views even though these views may clearly differ from those held by the faculty member.

ARTICLE 10 - Materials Ownership

10.1. College Philosophy

The College encourages faculty research and scholarship as inherent parts of its educational mission. In this connection, the College acknowledges the right of faculty to prepare and publish, through individual initiative, articles, , instructional materials and books and other media that are copyrighted by the authors or their publishers and that may generate royalty income for the authors.

10.2. College Policy

The general policy of the College is that faculty have ownership of books, articles, monographs, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, unpublished scripts, films, charts, other visual aids, video and audio recordings, live video and audio broadcasts, programmed instruction materials, drawings, paintings, sculptures, photographs, and other works of art, subject to the provisions of RCW42.52, as now or hereafter amended, and the following conditions and exceptions:

10.2.1. College-Owned Materials. Except as defined in Sections 10.2.2 and 10.2.3 below, materials shall be "College-owned" if the faculty member was commissioned in writing and compensated by the College to develop the materials (*e.g.*, with released time or stipends) or if the material is a student work product associated with a class.

10.2.2. College-Sponsored Materials. In those instances where materials, processes, or inventions are produced by a faculty member with College support by way of use of significant work time, facilities, or other College resources, the ownership of the materials, processes or inventions shall vest in (and be copyrighted or patented by, if at all) the person or persons designated by written agreement between the

parties entered into prior to the production. The Association will be notified by the College when a written proposal to enter into an agreement has been made by a faculty member or members. In the event there is no such written agreement, the ownership shall vest in the College. Any disputes regarding such agreements shall be submitted to expedited arbitration utilizing the American Arbitration Association. The request for expedited arbitration may be made by either party if agreement has not been reached within thirty (30) days after the request to enter into an agreement under this section has been made.

10.2.3. Locally Developed Online Courses. The College and developer(s) of all locally developed online courses for which the College provided development funding or release time will share the ownership of all course materials, the provisions for which are as follows.

A. The Developer(s) and College grant one another the mutual right to reproduce, prepare derivative works, make compilations, distribute copies, publicly display the course materials, and in the case of sound recordings, perform work publicly by means of a digital audio transmission, subject only to the terms of this Agreement, and such rights apply to any license granted under the terms of this Agreement.

B. Developer(s) are free to use any of the course materials contained in the online course they were subsidized to develop at any time while they are employed to teach at the College for courses they teach at the College. Developer(s) grant permission to any other College faculty member to use such materials and course content, produced by the developer(s) and subsidized by the College, while teaching those online course(s) at the College.

C. Prior to selling a license for use of a locally developed course governed by this Section, the College President or designee, will meet with the developer(s) and the Association and reach agreement on compensation for the developer(s) whose course is generating revenue for the College.

D. During the period of their employment at the College and for a period of two (2) years after, developers agree they will not directly or indirectly engage in competition in any way with the College by teaching, selling, or giving away any online course and/or its module components, including any derivative works based on materials developed specifically for the online course and/or its module components, that were developed with College support by way of use of significant work time, facilities, compensated development costs, or other College resources, without prior written-consent of the College.

E. The College shall be entitled to enforce the provisions of this Section by any legal means, including but not be limited to the right to enjoin any violations of this Section.

F. In the event that the parties are unable to reach agreement on appropriate compensation for a mutually developed course under the provisions of this Section, both parties will agree to expedited arbitration to reach resolution, the costs of which will be borne equally by the College and Association. The parties may agree to attempt resolution using mediation or any other dispute resolution process prior to arbitration.

10.3. Emergency Access to Course Materials

In the event that an instructor is unexpectedly unable to complete a course due to personal leave, administrative leave, or other unforeseen circumstances, the College may access, view, and use the faculty member's materials solely for the purpose of ensuring course completion. College employees may not retain any copies of the faculty member's materials beyond the end of the academic year, unless otherwise required by institutional policy.

10.4. Records Retention and LMS Deletion

The College will retain LMS course shells in accordance with the records retention laws provided by the state regarding course materials. No LMS course materials will be deleted until the required retention period has been met.

10.5. Faculty Work Product

Nothing in this Article shall relieve faculty members of the obligation to prepare course outlines, syllabi, assignments, tests and/or other instructional materials and to use such materials in classroom instruction without the expectation of royalty payments by the College.

ARTICLE 11 - Full-time Faculty

11.1. Full-Time Faculty Categories

11.1.1. Tenured. Full-time annually-contracted faculty who are appointed for an indefinite period of time and whose appointment may be revoked only for sufficient cause and by due process as defined by the laws of the State of Washington and this Agreement. With the approval of the Provost or designee, a tenured faculty member may work less than a full load and be paid their regular salary prorated. The Association will be informed of all requests for a reduced load and the disposition of those requests.

11.1.2. Tenure-Track or Probationary Faculty. Full-time annually-contracted faculty who are appointed for a designated period of time and whose appointment may be terminated without cause upon expiration of the tenure candidate's term of employment, but may not be terminated without cause prior to the expiration of

the term of employment as defined by the laws of the State of Washington and this Agreement.

11.1.3. Temporary. Temporary appointments are for a designated period of time and carry no promise or expectation of continued employment. Such appointments are not applicable towards tenure. Circumstances in which temporary appointments may be used include:

A. Appointments funded by special purpose monies as designated by the College Board of Trustees, including English Language Institute ("ELI") and Occupational Life Skills ("OLS") Lead Faculty as described below, are ineligible for tenure under the laws of the State of Washington.

B. Appointments in cases of sabbatical leave, leave of absence, temporary grant funding, short-term special projects, or emergency and/or unscheduled vacating of a faculty position for such reasons as resignation, retirement, disability, or death where the comprehensive tenure track hiring process is not feasible. In all such cases, the College will consult with the Association concerning the temporary appointment designation prior to any hiring decision. A copy of any contracts issued following such consultation shall be forwarded to the Association.

11.2. English Language Institute (ELI) and Occupational Life Skills (OLS) Lead Faculty

11.2.1. ELI and OLS Lead Faculty are temporary full-time faculty. Any annual and multiannual contract for ELI and OLS Lead Faculty will be issued in accordance with Article 14.

11.2.2. The long-term success and health of the English Language Institute depends upon conducting classes during all four quarters of the academic calendar. The College and the ELI Lead Faculty agree to work together to ensure staffing continuity between annually-contracted faculty and adjunct faculty during the entire Summer Quarter.

11.2.3. The College shall provide notice of intent to rehire ELI and OLS Lead Faculty no later than the last day of Spring Quarter of each year. Rehiring will be contingent upon funding.

11.2.4. Layoff of ELI and OLS Lead Faculty during an annual appointment because of elimination or reduction of financing will be based on seniority, which will be determined as described in Section 29.5. Employees shall receive a minimum of thirty (30) contractual days' written notice or pay in lieu thereof. This notice shall clearly indicate that the separation is not due to the job performance of the faculty member and shall also indicate the effective date. ELI and OLS Lead Faculty who have been laid off will be eligible for recall to an ELI and OLS Lead Faculty

position. Recall rights will be managed according to the provisions of Section 29.7, as applicable.

11.3. Faculty Rank

Tenured and ELI/OLS Lead faculty may be promoted in rank according to the eligibility, criteria and decision-making process in Article 25.

11.3.1. Assistant Professor (including Tenure-Track Faculty).

11.3.2. Associate Professor. ELI/OLS Assistant Professors are eligible to apply for promotion to Associate Professor during their third (3rd) year of service as an Assistant Professor, unless they have received a "does not meet expectations" rating on their most recent ELI/OLS Lead Faculty Evaluation. Tenure-track Assistant Professors will be promoted to Associate Professor via the granting of tenure.

11.3.3. Senior Associate Professor. Faculty are eligible to apply for promotion to Senior Associate Professor during their third (3rd) year of service as an Associate Professor at the College, unless they have received a "does not meet expectations" rating on their most recent performance review.

11.3.4. Full Professor. Faculty are eligible to apply for promotion to Full Professor during their third (3rd) year of service as a Senior Associate Professor at the College, unless they have received a "does not meet expectations" rating on their most recent performance review.

11.3.5. Responsibilities Associated with Rank. The tables found in Appendix B are meant to provide examples of the possible evolution in a faculty member's duties and responsibilities through promotion stages. Each table is not intended to serve as a checklist but is designed to illustrate possible pathways. It is likely or even expected that faculty members will specialize over time, increasing their contributions in some categories more than others on the basis of their particular skills and interests. The spectrum of creditable faculty engagement ranges from significant contribution in a few categories to truly outstanding contribution in one category. Faculty members are not expected to fulfill the examples found in every category of the Appendix B tables as a prerequisite to or consequence of promotion, though continued evaluation of faculty in all categories in Appendix B will occur at every promotional level.

11.4. Pay Rates for Additional Work

Full-time faculty will be paid for assignments in addition to their full-time workload, including Summer Quarter assignments, using the Adjunct Faculty Salary Grid (*see* Section 18.2.2), at the rates below. Rate increases will take effect during the same quarter as any promotion to rank. Faculty members who have previously achieved the rank of Associate Adjunct Professor or

Senior Adjunct Professor (previously Lecturer I or II) through adjunct employment will continue to be paid at that rate until promoted as outlined below.

11.4.1. Tenure-track, ELI/OLS Lead and tenured faculty will be paid at the appropriate Assistant Adjunct Professor rate until they have been promoted to the rank of Associate Professor.

11.4.2. Faculty who have attained the rank of Associate Professor will be paid at the Associate Adjunct Professor rate.

11.4.3. Faculty who have attained the rank of Senior Associate Professor will be paid at the Senior Adjunct Professor rate.

ARTICLE 12 - Program Chairs

12.1. General Responsibility

Program chairs are faculty members who represent their peers in matters pertaining to the welfare and progress of their programs. It shall be the responsibility of the program chair to provide a primary interface between faculty and the dean. Such interface shall include advising and submitting recommendations to the administration regarding any program-related matters deemed appropriate by members of the program. They shall seek the aid and counsel of all faculty members they represent in matters pertaining to the program or Division within which the program operates. *See* Appendix E for the detailed program chair position description.

12.2. Election and Appointment

12.2.1. Program chairs are faculty representatives who shall be elected from the full-time faculty by the full-time faculty assigned to the program and all adjuncts who have taught at least one quarter in both the current and previous academic years within the given instructional program. They shall be subsequently appointed to their position by the dean.

12.2.2. For the purpose of this section, "full-time faculty" includes tenure-track, tenured and full-time temporary faculty under contract as a faculty member for the quarter in which the election occurs, ELI/OLS lead faculty, as well as tenure-track/tenured faculty who are on an approved leave of absence for that quarter, with the following exception: tenure-track/tenured faculty who have been appointed to an administrative position at the College and are being paid on the administrative salary schedule during the quarter the election occurs are excluded from the program chair election process.

12.3. Term of Office

The term of office shall be for three (3) years starting July 1. Program chairs may be reelected and reappointed.

12.4. Orientation

Prior to the end of the second (2nd) quarter following election as program chair, the faculty member must complete an orientation program covering the duties of the chair, College policies relevant to the chair role and terms of this Agreement. The College shall consult with the Association regarding orientation program development and implementation. Should the orientation program requirements exceed five (5) hours annually, any additional required time shall be compensated at the faculty member's per diem hourly rate.

12.5. Compensation

12.5.1. During each Academic Year, the College will provide to the divisions the release time set forth below. In recognition of the fact that the duties of program chairs require attention throughout the calendar year, the College will also provide to the divisions stipend funds for distribution to program chairs when off contract. Allocation of the release time and stipends will be determined by the dean, in consultation with program chairs, based on needs within the division.

Division	**Academic Year Release Time**	**Off-Contract Stipend**
Social Science	7.6666 FTEF (766.66%)	$13,800
Arts &Humanities	11.3333 FTEF (1133.33%)	$20,400
Science	11.6666 FTEF (1166.66%)	$21,000
School of Business and Technology	10 FTEF (1000%)	$18,000
HSEWI	13 FTEF (1300%)	$23,400
Nursing, NAC, RN-BN**	3.3333 FTEF (333.33%)	$12,000
Counseling	1 FTEF (100%)	$1,800
Connected Learning	3 FTEF (300%)	$5,400

** *See Section 33.2.2.*

12.5.2. In addition to the release time allocated to the divisions in Section 12.5.1 above, 1.3333 FTEF of release time will be allocated by the Provost or designee during each Academic Year.

12.5.3. Academic release time identified in this Section may be allocated in full or partial sections. With written approval of the Provost or designee, release may be distributed in the form of paid release.

12.5.4. The College will annually publish the actual distribution of contractually-provided and additional release time and stipends to the programs within each division. The prior year's information will be published electronically by the end of the summer quarter.

12.5.5. If new programs are created during the duration of the Agreement, the Provost or designee will determine the allocation of any additional program chair releases in consultation with the program, dean, and Association President.

12.6. Evaluation

12.6.1. All program chairs will be evaluated by the dean no later than Spring Quarter of the second (2nd) year of their first (1st) three (3)-year term and may receive a subsequent evaluation prior to the end of their first (1st) term. The criteria for the evaluation will be Appendix E. Program chairs will be evaluated at least once during any successive terms. The evaluation will consist of the following components, using forms and formats as agreed by the parties:

A. Self-evaluation;

B. Evaluations by program faculty;

C. Evaluation by the Division Operations Director;

D. Evaluations by additional College employees mutually agreed upon by the program chair and dean; and

E. Evaluation by the dean.

12.6.2. The dean will write a summary evaluation report. The dean will meet with and discuss the written summary evaluation report with the program chair. The program chair may provide a written response to the evaluation report.

12.7. Improvement Plans

If the evaluation demonstrates that the program chair's performance is unsatisfactory, or if the dean has otherwise provided the chair with written notice that their performance is unsatisfactory, the dean will, in collaboration with the program chair, establish a performance improvement plan and terms for re-evaluation.

12.8. Recall and Removal

12.8.1. Recall. An election recalling a program chair for failure to perform their assigned responsibilities may be initiated by a petition signed by more than fifty percent (50%) of the faculty eligible to vote in the chair's election (defined in Article 12.2), or by the dean where they have reason to believe that a majority of the faculty eligible to vote do not support retaining the chair. A petition initiated by the faculty must include a clear description of the basis for the recall, which must be tied to the responsibilities described in Appendix E. The dean will promptly schedule any recall election initiated under this section. If sixty-seven percent (67%) or more of the eligible faculty vote to recall the chair, a replacement will be selected according to the procedures in Section 12.2 above.

12.8.2. Removal. A chair who fails to correct unsatisfactory performance through an improvement plan, commits misconduct, or violates College policies may be removed from the chair position by the dean. Any such removal will be considered disciplinary in nature and may be challenged through the grievance procedure as provided in Article 30.

12.8.3. Reelection Eligibility. A chair who is removed from their position by either process above will not be eligible to run for election for program chair, and will not be eligible for an assistant dean position, for three (3) years, unless a different period of time is specified by the dean in the removal process.

12.9. Applicability

This Article is binding upon all program chairs recognized as such by the Provost or designee. The Association President will be notified prior to any changes that will result in the creation or elimination of a program chair position.

ARTICLE 13 - Assistant Deans

13.1. General Responsibility

Assistant Deans ("ADs") are full-time faculty members in the Divisions other than Connected Learning who provide administrative and operational support for internal division activities related to programs, faculty, and students, as delegated by the dean.

13.1.1. Scheduling. ADs are responsible for developing and maintaining the annual course schedule for Division programs, following consultation with the individual program chairs. In addition, they will be the primary manager for the quarterly schedule. The AD of each division will solicit staffing recommendations from the program chairs and submit the completed schedule to the dean.

13.1.2. Other Duties. ADs will work with their dean to determine the other duties and projects that they will oversee for the Division.

13.2. Application and Selection Process

ADs will be appointed to a three (3) year term by the dean following an internal recruitment process that informs all College faculty of the opening, and all eligible full-time faculty who have received a promotion at the College have an opportunity to apply. All full-time and promoted adjunct faculty within the Division will be able to cast a vote in favor or disapproval of each applicant's candidacy. All applicants who receive a majority approval vote will be forwarded to the dean as finalists. Program chairs cannot serve as both the AD and chair of their program.

13.3. Compensation

ADs will receive release time from their regular faculty duties and/or a stipend in amounts commensurate with their administrative responsibilities. The minimum amount of compensation will be 0.3333 (33.33%) FTEF release per quarter during the Academic Year, and 0.3333 (33.33%) FTEF release. Compensation, including release time in addition to the minimum compensation, will be identified at the time the position is posted. Any changes to the amount of release time will be communicated to the AD, with notification to the Association President, as part of the College's annual contract process.

13.4. Performance Review Process.

13.4.1. All ADs will be evaluated by the dean during the second (2nd) year of their three (3)-year term. The evaluation will address the faculty member's performance of their AD duties, as outlined in the job description. The evaluation will consist of the following components, using forms and formats as agreed by the parties:

A. Self-evaluation which includes an overview of equity and antiracism work;

B. Evaluations by Division faculty,

C. Evaluation by the Division Operations Director; and

D. Evaluation by the dean.

13.4.2. The dean will write a summary evaluation report. The evaluation will be designated with the summary outcomes of Meets Expectations, Exceeds Expectations, or Needs Improvement. The dean will meet with the AD and discuss the written summary evaluation report. The AD may provide a written response to the evaluation report.

13.5. Improvement Plans

If the evaluation demonstrates that the AD's performance Needs Improvement, or if the dean has otherwise provided the AD with written notice that the AD's performance is not satisfactory, the dean will, in collaboration with the AD, establish a performance improvement plan and terms for re-evaluation.

13.6. Position Renewal Process

Once the evaluation process has been completed, and at the end of the three (3) year term, depending on the overall evaluation of the AD's performance, the AD can be reappointed following the selection process described in Section 13.2 above if the evaluation result is:

13.6.1. Exceeds Expectations or Meets Expectations, then the AD is eligible to be considered in the next selection process. It is suggested that ADs serve no more than two (2) terms consecutively.

13.6.2. Needs Improvement, then the AD will not be eligible for consideration for the next term without dean approval.

13.7. Applicability

This Article is binding upon all ADs recognized as such by the Provost or designee. The Association President will be notified prior to any changes that will result in the elimination of an AD position.

ARTICLE 14 - ADJUNCT FACULTY

14.1. Affiliated Faculty

Adjunct faculty members awarded affiliated status prior to September 1, 2009 will be given first priority, after full-time faculty members and any faculty member on recall, to teach a course or courses in the discipline, field or program (in which affiliated status was granted) that they are qualified to teach and for which full-time faculty are not available or qualified to teach. A reasonable effort shall be made to assign affiliated faculty a quarterly workload sufficient to maintain benefits.

14.1.1. Maintenance. Adjunct faculty members awarded affiliated status prior to September 1, 2009, shall retain their affiliated status so long as they satisfy the following conditions:

A. Maintain a minimum of fifteen (15) credits, or 378 hours for non-teaching faculty, per Academic Year in their discipline, field, or program. All work initially assigned will count toward the annual minimum whether or not the assignment is subsequently cancelled or the affiliated faculty member is bumped. An affiliated faculty member may be awarded a leave of absence upon approval of the appropriate dean. Such approved leave shall not negate affiliated status. Criteria for leaves shall be the same as those for full-time faculty.

B. Complete adjunct performance reviews as outlined in Article 25 of this Agreement.

14.1.2. Removal. Adjunct faculty members awarded affiliated status prior to September 1, 2009 shall lose their affiliated status when one of the following occurs:

A. Failure to maintain an annual minimum of fifteen (15) credits, or equivalency for non-teaching faculty, in the discipline, field, or program which has conferred the affiliated status.

B. Sufficient cause.

14.1.3. Assignment. The normal method of the quarterly assignment of courses or equivalency for non-teaching faculty for adjunct faculty members awarded affiliated status prior to September 1, 2009, shall be seniority, provided they have the expertise to teach the specific course(s). Seniority shall be determined by total quarters taught in the particular discipline, field, or program since initial date of hire in that program.

14.2. Annual and Multi-Annual Contracts

14.2.1. Eligibility and Criteria. Adjunct faculty who have been promoted to Associate Adjunct Professor or higher may request annual or multi-annual contracts of up to two (2) years in duration. Applications for the following Academic Year will be due by the fortieth (40th) day of Fall quarter. The decision to award an annual or multi-annual contract will be made by the dean, following consideration of the recommendation of the faculty member's program chair/director, including their evaluation of the program's enrollment needs and resources and ongoing need for the faculty member's demonstrated expertise over the recommended term of the contract. Once program needs are considered, faculty rank and merit will be considered in making a decision on whether to award annual contracts. The dean's decision to approve or deny a request for an annual or multi-annual contract, including the rationale for any denial, will be provided to the faculty member in writing no later than the 40th day of Winter Quarter. When possible, notification of approval of an annual contract will be accompanied by the applicant's projected annual schedule.

14.2.2. Expiration and Termination of Annual or Multi-Annual Agreement Terms.

A. Annual or multi-annual contracts expire at the end of their term. Faculty members may request an additional contract but annual and multi-annual contracts contain no promise of renewal or employment beyond their term.

B. An annual or multi-annual contract may be terminated by the College during its term where there is sufficient cause. Such contracts may also be terminated where there is insufficient student demand or insufficient funding; provided that prior to terminating an annual or multi-annual contract in such circumstances, the College will provide the affected faculty member and the Association a minimum of thirty (30) days' notice during which the parties will meet to discuss the circumstances and reasonable alternatives.

14.2.3 Annual Notification to the Association. No later than the first day of Summer Quarter, the Provost or designee will provide notice to the Association of the total number of annual and multi-annual contracts awarded for the new academic year. Such notification shall include the programs in which the contracts were awarded and the FTEF of each approved contract.

14.3. Adjunct Rank

14.3.1. Assistant Adjunct Professor. Adjunct faculty start at the Assistant Adjunct Professor level. Faculty at this level receive regular reviews (per Article 26) and may be eligible for promotion after nine (9) quarters of service (not including summer).

14.3.2. Associate Adjunct Professor. In addition to the responsibilities of all adjunct faculty members, Associate Adjunct Professors shall have the following responsibilities:

A. Participation in department and division meetings, events and activities.

B. Attendance during one (1) "President's Day" or participation in an equivalent amount (approximately seven (7) hours) of College-wide governance activities per FTEF.

14.3.3. Senior Adjunct Professor. In addition to the responsibilities of all adjunct faculty members, Senior Adjunct Professors shall have the following responsibilities:

A. Participation in department and division meetings, events and activities.

B. A combination of attendance during up to two (2) "President's Days" or participation in an equivalent amount (approximately fourteen (14) hours) of appropriate College-wide governance activities per FTEF.

ARTICLE 15 - Continuing Education Faculty

15.1. Applicability.

Current faculty members who teach non-credit courses in Continuing Education shall be covered under the terms of this Collective Bargaining Agreement listed in 15.1.1. Faculty members will enter into an individual services agreement with the College to teach non-credit Continuing Education courses.

Non-faculty members and organizations may enter into independent contracts to teach non-credit courses in Continuing Education and shall not be considered adjunct faculty; therefore they are not covered under the terms of this agreement.

15.1.1. Articles 1-5, 7-10, 27-28, and 30-33 are applicable to faculty members who are teaching non-credit courses in Continuing Education.

15.2. Compensation and Benefits

15.2.1 Non-credit Continuing Education courses taught by full-time faculty shall be considered as additional work that is not part of their faculty load or moonlighting.

15.2.2 Adjunct and full-time faculty teaching non-credit Continuing Education courses shall be compensated at market rates, provided that their hourly wage is not less than the Category A rate for an Assistant Adjunct Professor as outlined in Section 18.2.

15.2.3 Non-faculty individuals and employees of a non-faculty contractor who teach non-credit Continuing Education courses shall be compensated at market rates for instruction, provided that their hourly wage is not less than the Category A rate for an Assistant Adjunct Professor as outlined in Section 18.2.

ARTICLE 16 - Workload and Faculty Responsibilities

16.1. Annual Contract Year

16.1.1. Contract Days. The annual contractual year shall be one hundred seventy-six (176) days. There will be a maximum of one hundred sixty-five (165) instructional days during Fall, Winter, and Spring Quarters, including finals. Three (3) days will be scheduled as Student Success Days, one each in Fall, Winter, and Spring Quarters, directly prior to finals week, for the purposes of student-faculty consultation related to coursework and exams. Four (4) days shall be designated by the appropriate dean as specified in Section 16.1.3 below. The remaining days shall be designated "President's Days," and will include, but not be limited to: Opening Week Days; Fall Division retreats; College Issues Days; a Diversity, Equity and Inclusion (DEI) Day; and a Professional Development Day as designated in Appendix C.

16.1.2. Opening Week Activities. Opening Week will include scheduled time for a campus-wide meeting presided over by the College President; an Association meeting; an adjunct faculty orientation; and instructional issues time including a meeting convened by the Provost or designee as well as Division/Department meetings and retreats. Adjunct faculty in academic divisions who attend an orientation session will be compensated as provided in Section 18.4.4.

16.1.3. Division Days. Division Days shall be designated by the appropriate dean. Three (3) of the Four (4) days may be utilized as individual preparation days during each year. The remaining day shall be used for activities designated by the appropriate dean. Full-time faculty are required to attend dean-scheduled Division days. Division Days already served prior to Orientation Week and approved by the dean shall be recognized as part of the one hundred seventy-six (176) day contract year.

16.1.4. Calendar. The faculty work year for the term of the Agreement is attached in Appendix C.

16.2. General Faculty Responsibilities

16.2.1. It is understood that a variety of professional tasks must be completed by full-time faculty in addition to their primary faculty assignments if the College is to achieve its objectives. These include student advising, informal student contacts outside the classroom, membership and participation in College committees and councils, participation in community-centered functions, participation in assessment of teaching and student learning, participation in DEI initiatives, and other appropriate related responsibilities as assigned by the dean. In addition, full-time faculty are expected to participate in activities scheduled or approved by the College on faculty contract days.

16.2.2. Adjunct faculty comprise a significant segment of the faculty workforce. Beyond designated teaching responsibilities, adjunct faculty have an important contribution to make in College governance, professional activities, and in promoting learning excellence through consultation with students.

16.3. Faculty Workload Standards

16.3.1. Assignment. Within the limitations and guidelines recommended below, the assignment of equitable workloads for all faculty members is the responsibility of the Provost or designee working in conjunction with the appropriate dean, program chairpersons, and faculty.

16.3.2. Enrollment Management. Enrollment management, including scheduling, staffing, and determination of instruction mode for classes, is determined by the College under the direction of the Provost or designee, who will seek advice from the deans, program chairs, and program faculty.

16.3.3. Variables. The variables which may be considered in assigning full-time annual workloads shall include, but are not limited to, individual faculty capabilities, class size, number of preparations, limitations of facilities, availability of classified staff or student help, extracurricular assignments, learning resource assignments, counseling assignments, types of classes, workload mode, team teaching, development of new courses, evening and off-campus classes, industry and/or advisory committee consultations. Implementation of this subsection shall be monitored through the Labor-Management Committee.

16.3.4. Basic Standards. The basic standard with which the above variables are measured shall be actual contact hours, whether spent in lecture, laboratory, counseling or learning resources assignment.

16.3.5. Full-Time Workload. The full-time workload shall be computed on an annual basis. The normal faculty full-time workload shall be three (3) times the normal quarterly workload (1.0 FTEF) (100%) or 3.0 FTEF (300%) annually. The annual

full-time workload may be a range of 2.86640 (286.640%) to 3.13333 (313.333%) FTEF for the regular Academic Year.

16.3.6. Moonlight Standards. Full Time faculty members may request and be assigned moonlight appointments up to 1.5 FTEF annually, including adjunct assignments during summer quarter, in addition to their primary full-time institutional responsibilities. Deans approve faculty moonlights up to 1.5 FTEF through the schedule approval process. Requests for exceptions over this limit must be submitted to the Provost or designee for consideration and final approval.

16.4. Staffing of Courses

The staffing for scheduled sections will be recommended by the program chair of each Division under the direction of the Division Dean and AD. Staffing can be a complex process with many factors that need to be considered. Program chairs should consider their unique programmatic needs, qualifications and experience of the faculty in their programs, and the workload factors outlined in this Article in determining the instructors offered courses in their program.

The Dean, as the delegate of the Provost, is the authority for all staffing decisions and the following guidance reflects the College's and the Association's shared principles regarding how the staffing process should be executed after full-time and affiliated faculty have been assigned their loads, consistent with other Sections of this Agreement.

- Efforts will be made to assign Full-time faculty moonlight sections up to the annual limit identified in Section 16.3.6 (1.5 FTEF, inclusive of adjunct sessions during the summer) when requested.
- Efforts will be made to assign Promoted adjuncts schedules up to 1.333 FTEF quarterly when requested, prior to assigning Assistant Adjuncts. Secondary to this goal, adjuncts who are benefits eligible will be offered enough sections to maintain benefits when possible.
- When an assigned class is canceled moonlight sections will be considered first for bumping.

The College and the Association are aware that programs have specific needs which will impact staffing (e.g., staffing in light of documented teaching effectiveness issues, program needs to develop new adjuncts, etc.). Divisions and Programs may not have a general policy against moonlighting or adjuncts working over 100%.

16.5. Workload Mode/Professional Load Factors

16.5.1. Category Definitions.

A. General Lecture/Discussion. Class time is spent on presentation of the course subject matter and learning activities appropriate for a group setting, with appropriate student participation, discussion, and/or problem solving. The instructor spends additional time outside of class designing and preparing learning materials, strategies, and assignments, assessing student progress, up-dating course curriculum, and working with students.

FTEF = (1.0 x weekly hours scheduled) / 15

B. Mixed Lecture/Laboratory. A portion of class time is devoted to lecturing and preparing students for experiential and/or project-based learning activities; the remainder of the time is spent guiding and assisting students who are working on those activities. The instructor spends additional time outside of class designing learning materials, strategies, and assignments, assessing student progress, up-dating course curriculum, and working with students.

FTEF = (0.957 x weekly hours scheduled) / 15

FTEF for all natural science double sections = (1.914 x weekly lecture hours scheduled / 15) + (0.957 x weekly lab hours scheduled / 15)

C. Open Laboratory, Clinical, Workplace. Class time is spent in laboratories, clinics, or workplaces where students receive hands-on and project-based learning experiences that are continually guided and assisted by the instructor. Student work is normally completed in the learning environment, but may include out-of-class assignments. The instructor spends additional time outside of class designing learning materials, strategies, and assessments, assessing student progress, up-dating course curriculum, and working with students.

FTEF = 0.67 x weekly hours scheduled / 15

D. ADN Nursing Clinical (Lab). Class time is spent in hospitals, clinics, simulation labs or other healthcare settings where students have direct contact with patients and are continually guided and supervised by the instructor.

FTEF = 1.1 x weekly hours scheduled) / 15 **

** *See Section 33.2.2.*

E. Work-Based Learning/Internship/Practicum.

Students are involved in practical work experience, working with or under the direction of professional practitioners with minimal supervision of the instructor. Workload variables include amount of recruitment and coordination of professional work sites, number of students enrolled, coordination of student placement, number of/involvement during site visits, inclusion of weekly seminar/discussion meetings with students, etc.

The FTEF will be determined by the appropriate administrator based on the instructor-student contact hours multiplied by the coefficients defined in this Section (Lecture components (16.5.1.A), Labs and clinical components (16.5.1.C)), then divided by 15 to arrive at an FTEF value. Implementation of this provision shall be reviewed annually in the Labor-Management Committee.

Administrative activities not already part of program chair duties and pre-approved by the dean are calculated and paid separately as a special assignment based on the number of hours associated with those activities and paid at the Category A rate. All hours worked in this mode will be included as "hours worked" for reporting to the State for ESD and PFML; and hours spent on these additional administrative activities will be included as "scheduled FTE" and therefore eligible for leave accrual.

F. Supervision and Instruction of Students on an Individual Basis. Applies to independent credit courses (*e.g.*, Art 199, Individual Projects in Art). For computation purposes, students must be enrolled as a matter of record on the tenth (10th) day of the quarter.

FTEF = (0.07 x total student credits) / 15

G. Other. Variables as assigned by the appropriate administrator consistent with Section 16.3.3 above. To address those disciplines where quantitative workload standards have not been established specific salary rates are included in Section 18.3.

H. Counselors/Librarians. A full-time professional workload for these faculty is thirty-five (35) hours per week of scheduled time.

I. Parent Education. Annual compensation for Parent Ed courses (011-036) shall be equivalent to three times the compensation for a 3-credit lecture class. In recognition of the longer length of fall quarter for this program, payment for ParEd 011-016 shall be forty percent (40%) of the annual compensation; payment for ParEd 021-026 and 031-036 shall each be thirty percent (30%) of the annual compensation. The full-time load for ParEd sections (011-036) will be 0.223 FTEF.

J. Continuing Education. A full load for faculty teaching non-credit continuing education courses will be two hundred forty-four (244) hours per quarter.

K. Physical Education Activity Courses. Applies to activity courses in the Physical Development Program. Class time is spent learning skills and techniques of various physical activates and practicing and engaging in activities.

FTEF = (0.75 x weekly hours scheduled) / 15

L. Nursing Courses Multiplier. Applies to all courses in the RN to BSN and Associate Degree Nursing Programs with a lecture workload mode. Secondary instructors in simulation labs, paid at the Category B rate, also receive the multiplier. Nurusing clinical coordination paid at Category A rates also receives the multiplier.

FTEF = Calculated FTEF (as above) *1.15 **

** *See Section 33.2.2.*

M. NAC Open Laboratory, Clinical, Workplace. Nursing Assistant Certified courses that receive hands-on and project-based learning experiences that are continually guided and assisted by the instructor. Student work is normally completed in the learning environment, but may include out-of-class assignments. The instructor spends additional time outside of class designing learning materials, strategies, and assessments, assessing student progress, up-dating course curriculum, and working with students.

FTEF = 0.80 x weekly hours scheduled / 15**

** *See Section 32.2.2.*

N. Occupational Life Skills (OLS). OLS faculty are expected to complete additional duties, outlined in Appendix H, which are calculated as part of their load for OLS lecture/lab courses as follows. Teaching by OLS faculty in clinical, internship or other formats other than OLS lecture/lab settings will be addressed according to the provisions above.

FTEF = ((1.5 x weekly lecture hours scheduled)+(0.8 x weekly lab hours scheduled)) / 15

O. Astronomy 101. Sections of Astronomy 100 will have a class maximum of 55. In recognition of the increased workload Astronomy 100 sections will be calculated as follows:

FTEF = ((1.3 x weekly lecture hours scheduled)/ 15)

16.5.2. Faculty Office Hours.

A. Full-time instructional faculty shall be available to students for consultation and maintain a posted five-hour (5) minimum office schedule each week. Faculty members contracted for less than full-time are expected to maintain office hours proportional to the percentage of their contract to a full-time contract.

B. Adjunct faculty shall be available to students for consultation and will maintain scheduled office hours of at least one (1) hour per five (5) credit class per week (prorated for classes of different size).

C. The specific office hours will be determined by the full-time faculty member's teaching schedule and shall be approved by the appropriate dean. It is understood that office hours will vary according to class schedule. Office hours expectations may be satisfied by electronic means (telephone, on-line chat, etc.) provided that office hours need to generally match the instruction mode of the course (e.g., courses taught in-person will have some in-person office hours), and that electronic office hours occur at pre-scheduled times identified on the course syllabus.

D. Faculty are expected to reply to student e-mail within a reasonable time.

16.5.3. Special Provisions.

A. Excess workload. Workloads that exceed the standards outlined above may be voluntarily accepted by faculty members. Loads that exceed 3.13333 (313.333%) FTEF may be required where such an assignment is necessary to maintain a faculty member's full load, provided the Association is notified. The assumption of excess workloads shall not require the College to pay the faculty member additional compensation unless there shall have been a written agreement approved in advance to pay such amount.

B. Primary Course Workload Mode. Faculty will include a proposed workload mode for each course in the materials included with a curriculum proposal. The proposed workload mode may be revised by the Program Chair, dean and Curriculum Advisory Committee, and is subject to ultimate approval of the Provost or designee.

C. Assignment Span. Excluding instances required to maintain a full load, full-time faculty shall be assigned class schedules within a seven-hour (7) assignment span each day with the weekly assignment being scheduled within five (5) consecutive days. The College will make every effort to offer adjuncts class schedules within a seven-hour (7) span each day.

D. Flex Summer Assignments. Upon mutual agreement between the individual faculty member and the dean, with the approval of the Provost or designee, faculty members may substitute Summer Quarter for another quarter as part of a full-time contracted load, or may work a full-time annual load by working a reduced load during all four (4) quarters. Full-time faculty using a flex assignment will have the number of contract days, duties, and responsibilities adjusted on an individual basis as determined between the faculty member and the dean to conform with Section 16.1.1 above. Summer Quarter shall be considered the first quarter of the Academic Year. The Association shall be apprised in a timely manner of the nature and scope of such arrangements.

E. Online Assignments. Unless otherwise approved by the dean or associate dean, full-time faculty will not be expected to fulfill a full-time load teaching solely online classes. The Association will be notified of any approved exceptions.

F. Instruction Mode Publication. Instruction mode will be designated in the Quarterly Class Schedule. Faculty will adhere to the published instruction mode unless otherwise approved by Provost or designee.

16.5.4. Additional Compensation.

A. Faculty teaching a full load (as defined in Section 16.3.5 above) shall be compensated for additional sections at the appropriate Category C rate from the Adjunct Faculty Salary Schedule for each FTEF above their full-time load.

B. Faculty assignments outside the seven (7) hour span described in Section 16.5.3.c above and not credited for full-time load purposes shall be paid in accordance with the adjunct faculty salary schedule.

16.5.5. Class Size. The College and the Association recognize that class size is a critical component in providing quality education and maintaining standards of excellence. The College administration shall consult with potentially impacted faculty and notify the Association prior to the implementation of any general increase or decrease in class sizes during the term of this Agreement.

16.5.6. Travel for Work-Based Learning

Travel may be eligible for mileage or other reimbursement pursuant to Washington State travel reimbursement principles.

Unless prohibited by student enrollment factors, estimated travel will be disclosed prior to the acceptance of a course assignment along with the total compensation for said assignment based on the predicted number of students on the 10th day. The BCAHE president will be copied on all travel and compensation disclosure communications.

Beginning Fall 2025, adjunct faculty will not be assigned to travel outside:

A. of King, Pierce, and Snohomish Counties and within 40 driving miles from Bellevue College,

B. their official workstation as defined by OFM.

For full-time faculty, all hours involved in traveling for their work-based learning course will be considered part of their normal contracted work week. If flex time is required to accommodate the hours worked traveling, substitutes and/or a reduction of other duties will be accommodated by the faculty member's Dean.

16.6. Advising

The advising of students is an essential function of faculty, and student advising is expected as a part of normal teaching load. Faculty assigned to an exceptional volume of student advising (*i.e.*, more than fifty (50) advisees) will receive additional workload credit in an amount determined by the dean, following consultation with the faculty member and program chair.

16.7. College in the High School (CHS)

16.7.1. College in the High School (CHS) Coordinators

A. Terms for CHS coordinators will be three years.

B. All faculty within a given program participating in CHS will be given an opportunity to be nominated for CHS coordinator. Coordinators will follow an election process similar to the chair election process described in 12.2, however, adjunct faculty are also eligible for consideration.

C. The CHS coordinator will report at least quarterly to the faculty and leadership associated with the Program, and any new courses offered must be presented to the faculty and leadership associated with the program before the CHS coordinator can approve a new course to be offered through CHS.

D. All CHS coordinators are eligible for milage reimbursement following the rules as outlined by Office of Financial Management.

E. CHS instructors: All CHS instructors will meet the minimum required qualifications for adjuncts teaching within the program. CHS instructors are employees of the partner school district, and therefore not subject to the CBA.

16.7.2. Compensation: Compensation for CHS coordinators for the duration of the contract will be reviewed and discussed annually by the Labor Management Committee (LMC) for potential adjustment in future years. In advance of the start

of negotiations for a successor agreement, LMC will develop a recommendation for a contractual CHS coordinator compensation structure.

ARTICLE 17 - Personnel Policies

17.1. Full-Time Faculty Opportunities.

The parties agree that student learning outcomes and student success are improved by maintaining a high-quality, diverse and stable faculty, and they share a goal of increasing the full-time faculty opportunities at the College. The parties will work collaboratively with State institutions to increase the funding provided to the College for additional full-time faculty positions. Recruitment for new full-time positions will be consistent with the College's Institutional Commitment to Inclusion, and will include opportunities for qualified College adjunct faculty as described in this Article.

17.2. Employment and Selection Process for Tenure-Track and ELI/OLS Lead Faculty

17.2.1. Vacancies. Notice of a faculty vacancy shall be circulated to all presently-employed faculty.

17.2.2. Faculty Screening Committee

A. Composition. The Faculty Screening Committee shall include the dean or assocate dean appropriate program chair, coordinator, or director; a minimum of two (2) full-time faculty members from the affected Division; and a DEI advocate selected by the committee chair from the College DEI advocate pool maintained by Human Resources. Additional College employees may serve at the discretion of the Division committee members when their expertise warrants participation.

B. Duties.

1. The Committee should involve as many of the appropriate program members as possible in determining the qualifications of the position.

2. When appropriate, the committee may consult with additional College employees who have experience with the discipline and/or outside experts in the discipline to determine desired qualifications prior to the announcement of the position and/or during the screening/interviewing process.

3. The Committee shall work with the Provost or designee to establish qualifications desired for the position prior to the announcement of the position.

4. The priorities of College DEI initiatives or policies shall be reflected in the hiring process.

5. The Committee shall recommend candidates for each position to the Provost or designee for their acceptance or rejection. If all recommended candidates are rejected, the Provost or designee shall fully document their reasons for rejection. Thereafter, the Committee shall repeat the screening process.

C. Adjunct faculty who have taught at the College in a discipline or program area which has an opening for an annually-contracted position shall have the opportunity to apply for that position. Performance effectiveness at the College shall be considered in evaluating the relative merits of the candidate. A minimum of two (2) interviewed candidates will be existing adjunct faculty applicants from the Program unless there are insufficient adjunct applicants from the Program to meet this requirement.

D. The procedures delineated above shall not be applicable in instances involving the reassignment of currently-employed College personnel to areas where they are qualified.

17.2.3. The recruitment and selection process will take place according to College policy and procedure.

17.3. Initial Salary Placement – Full-Time Faculty

17.3.1. Upon hire, full-time faculty will be placed in the lowest step of Salary Range A, as specified in Section 18.1, unless a higher placement is assigned based on the criteria below. Full-time faculty in Nursing will be placed in the third step of Salary Range A, unless a higher placement is assigned based on the criteria below.

A. One (1) additional step will be provided for a PhD or other terminal degree.

B. One (1) or two (2) steps may be granted for relevant teaching experience, or relevant work experience in a professional/technical field, at a rate of one (1) step for every three (3) years of full-time equivalent teaching/work experience, with approval of the Provost or designee in consultation with Human Resources.

C. Typically one (1) or occasionally more steps may be granted, with approval of the Provost or designee and following consultation with the Association President, in recognition of exceptional circumstances, such as market considerations specific to the candidate's discipline or a candidate's special qualifications relevant to a program need.

17.3.2. The combination of factors above will not be used to place a newly hired faculty member above the third (3rd) step of Salary Range A (or the fifth (5th) step for faculty in Nursing) except in exceptional circumstances as described above. The

Association will be notified in writing regarding all cases of initial salary placements above the lowest step, and provided with the rationale for the placement.

17.4. Employment and Selection Process for Adjunct Faculty

When hiring new adjunct faculty for their initial term of employment with the College, a selection committee will be formed and include a minimum of the program chair and at least two (2) additional faculty members from the Division. All committee participants will maintain current College Human Resources hiring training, preferably including DEI advocate training. Program chairs will be required to have DEI advocate training.

17.5. Training

17.5.1 Compliance Training. The College will make available to faculty appropriate required trainings, including but not limited to federal, state, and regulatory compliance training.

A. Newly hired adjunct faculty will complete up to five (5) hours worth of compliance training within the first quarter of employment as part of their professional responsibilities. Newly hired tenure track and ELI/OLS lead faculty will complete this training as part of their first quarter release (see 17.5.4).

B. Every year thereafter, faculty complete up to three (3) hours of training as part of their professional responsibilities.

C. In the event required compliance trainings are expected to require more than three (3) hours annually to complete, the College will provide notice to the Association, and the Labor Management Committee (LMC) will be used to negotiate additional compensation and/or mitigation for faculty.

17.5.2 Educational Equity (EEQ) Workshop. The College will provide tenure candidates and newly-hired ELI/OLS lead faculty time for completion of the Educational Equity Workshop during their probationary period as part of their first quarter release (see 17.5.4). For the duration of this Agreement, tenured, full-time temporary and adjunct faculty may enroll in the workshop on a space-available basis. Tenured, full-time temporary, and adjunct faculty who have not previously completed the Educational Equity Workshop will receive a one-time payment of $1000 for voluntary completion.

17.5.3 Online Excellence Teaching Academy Workshop. The Online Excellence Teaching Academy (OETA) has been established to ensure quality online instruction for adjunct and full-time faculty teaching online credit courses at Bellevue College. Faculty are required to complete the Online Excellence Academy in order to teach as the instructor of record for online, credit-bearing

courses at Bellevue College. This training is not available for faculty teaching exclusively in Continuing Ed or Athletics.

A. The OETA has two training phases:

1. Phase One. (totaling 14 hours) covers the basic skills and information for effectively teaching a course online. Upon successful completion of Phase One, the faculty member will receive a stipend of $600.

2. Phase Two. (totaling 20 hours) includes training in areas such as tech skills, effective pedagogy, copyright and accessibility. Upon successful completion of Phase Two, the faculty member will receive a stipend of $800.

B. For new faculty to be eligible to be assigned an online course, training must be completed by the following timelines: Phase One – Complete within two (2) quarters of start; Phase Two – Complete within one (1) year of start. New faculty who do not complete the training in the above timeframe will no longer be assigned courses in the fully online modality. They can qualify to teach online courses in the future by successfully completing OETA training.

C. Management will have the discretion to allow faculty who have not completed the training to teach online on a case-by-case basis to prevent the cancelation of a class section or for other unexpected circumstances. These exceptions must be approved by the Provost or designee and faculty will have a plan in place for completing the training as soon as possible.

17.5.4 Beginning in fall quarter 2025, Full-time tenure track faculty in their first quarter of probationary employment and newly-hired ELI/OLS lead faculty will receive a 33.33% FTEF release to onboard to the college and complete trainings, including the new faculty orientation identified in Section 23.5.2, all HR required training including compliance, the EEQ Workshop and both Phases of the OETA Workshop. Former adjunct faculty who have already completed one or more of these trainings may be permitted, with Provost or designee approval, to complete and document an equivalent amount of alternate preapproved training.

17.6. Salary Placement for Administrators Returning to Faculty

In the event that a tenured faculty member returns to employment as faculty following administration appointment, their salary placement shall be as follows:

17.6.1. Faculty will return to the salary schedule in the same column they were in previous to their administrative position, plus one (1) promotional column, if they would have had an opportunity to apply for that promotion during their time on administrative appointment.

17.6.2. Faculty will return to the row that they would have been on if they had not been on administrative appointment. Comparisons to faculty who were previously in the same column/row will be used for placement.

17.6.3. Faculty will be considered eligible for promotion again the third quarter after their return.

17.6.4. The College may, as a retention initiative, grant additional salary steps as deemed warranted, provided these additional steps do not impact turnover savings.

ARTICLE 18 - Salaries and Benefits

18.1. Full-Time Faculty Salary Programs

18.1.1. Full-Time Faculty Salary Schedule. Effective July 1, 2024, the full-time faculty salary schedule is as follows. Salary Schedules for Academic Year 2025-26 will be included in Appendix A when any changes have been calculated.

Range A		**Range B**		**Range C**		**Range D**	
ASSISTANT/TEMP FT		**ASSOCIATE**		**SR ASSOCIATE**		**FULL PROFESSOR**	
A1	$81,757.08	B1	$85,729.47	C1	$90,375.47	D1	$96,360.39
A2	$84,710.41	B2	$87,663.74	C2	$92,309.79	D2	$98,294.69
A3	$87,663.74	B3	$90,665.09	C3	$95,311.12	D3	$101,296.03
A4	$90,665.09	B4	$93,664.87	C4	$98,310.89	D4	$104,295.81
A5	$93,664.87	B5	$96,666.21	C5	$101,312.23	D5	$107,297.15
A6	$96,666.21	B6	$99,664.43	C6	$104,310.48	D6	$110,295.38
A7	$99,664.43	B7	$102,667.33	C7	$107,313.35	D7	$113,298.28
A8	$102,667.33	B8	$105,665.55	C8	$110,311.60	D8	$116,296.51
A9	$105,665.55	B9	$108,668.46	C9	$113,314.50	D9	$119,299.40
A10	$108,668.46	B10	$111,665.14	C10	$116,311.17	D10	$122,296.08
A11	$111,665.14	B11	$114,666.48	C11	$119,312.50	D11	$125,297.41
A12	$114,664.94	B12	$117,667.80	C12	$122,313.85	D12	$128,298.75

18.1.2. Full-Time Faculty Salary Increments

A. Increment Funding. Effective September 1 of each year in which the State provides funding for increments, each faculty member employed during the previous Academic Year who has not already been credited with that previous year's experience shall move one step (increment) vertically on the current salary schedule. Faculty members will not be advanced to the top step of any

range in the full-time faculty schedule unless it is a result of increment funding.

B. Grants. Faculty members who are awarded a grant (NEH, NSF, Fulbright, Guggenheim, etc.), from either a public or private agency, shall receive applicable increments provided that participation is pursuant to a formally approved leave of absence.

C. Additional Increment Funding. During the term of this Agreement, the college will provide an increment to all eligible full time faculty in the 2024-25 Academic Year.

18.1.3. Turnover Savings. Turnover savings will be used as mutually agreed by the parties, provided that for the duration of this Agreement, turnover savings will be to fund the cost of faculty increments as described in Section 18.1.2.c.

18.1.4. Promotions. Except as provided below, faculty will advance to the same step in the next range at the beginning of the Academic Year following the promotion to the rank of Associate, Senior Associate, or Full Professor.

A. Faculty who have received a terminal degree in their discipline (or a related field) that was not recognized through initial placement in a higher step upon hire or by advancement of a step during a previous promotion will be advanced one (1) step when promoted.

18.1.5. Librarian Extended Contracts.

A. Librarians will be compensated at their per diem rate for hours worked in excess of their thirty-five (35) hour workweek exclusive of Summer Quarter.

B. Librarians will be compensated at their per diem rate for working an additional six (6) days during Summer Quarter. These days will be scheduled in conjunction with the Dean no less than one (1) quarter in advance. The intent of these additional days is to extend the duties of Librarians in summer, including specialist duties, in order to provide continuity of services to students.

C. By mutual agreement, additional work hours may also be addressed through flexible schedules.

18.1.6. Counselor Extended Contracts. Counselors will be compensated at their per diem rate for working an additional twenty-five (25) days during Summer Quarter and breaks between quarters. These days will be scheduled in conjunction with the Dean no less than one quarter in advance.

18.2. Adjunct Faculty Salary Programs

18.2.1. Salary Category Determination. Each course/assignment shall be evaluated by the dean and placed in Category A, B, or C as described below. This evaluation shall be recommended to the Provost or Designee who will make the final category determination.

A. Category A – Non-instructional assignments (e.g.,training/professional development, paid governance hours for adjuncts, prior learning assessment), and hourly instructional assignments such as developmental lab faculty work.

B. Category B – Counseling and Library assignments and non-credit related instruction with little or no formal evaluation of the student including, but not limited to, simulations, workshop facilitation, and short-term OLS class substitutions. **Continuing Education non-credit courses will be compensated in accordance with Article 15.2.2.

C. Category C – College credit courses, required high school completion courses, ABE/GED/ESL lecture courses, and assignments that are equivalent to a release (e.g., faculty leads, co-curricular leads) shall be in this category.

D. Adjunct Salary Schedule. Effective July 1, 2024, the adjunct faculty salary schedule is as follows. The Salary Schedules for Academic Year 2025-26 will be included in Appendix A1 when any changes have been calculated.

Category	Assistant Adjunct Professor	Associate Adjunct Professor	Senior Adjunct Professor
Category A (Pay rate per contact hour)	$42.52	$49.89	$52.21
Category B (Pay rate per contact hour)	$61.66	$72.60	$76.16
Category C (Pay rate per FTEF)	22.867% of cell A1 above*	22.867% of cell A4 above*	22.867% of cell A7 above*

18.2.2. Calculation of Adjunct Faculty Pay. Compensation for each course taught by a faculty member working at the Category C rate will be computed by multiplying the FTEF associated with the course (as determined by the provisions of Article 16) by the appropriate Category C rate.

18.2.3. Additional Provisions Regarding Adjunct Faculty Compensation

A. No Regression. No faculty member employed part-time in the previous Academic Year will be paid at a lower hourly rate for the duration of the Agreement.

B. Extra Contract Time. A course may be awarded extra contract time by the Provost or designee for work over and above actual class work upon recommendation by the appropriate dean.

C. Special cases.

1. For presenting, curriculum development, or other special projects for which normal classroom contact hours are not applicable, compensation shall be determined by the appropriate vice president consistent with other provisions of this agreement.

2. Paraprofessional replacement personnel, interns, and graduate degree candidates may be hired, according to required skill levels, to enable the Sabbatical Leave program to conform to Council of Higher Education guidelines.

3. Math, Reading, and Writing Lab faculty. Lab faculty assigned by their respective Lab chair the equivalent of eighty percent (80%) or more of a full-time load for the entire Academic Year will be given annual adjunct contracts. These individuals will be paid at the appropriate step of the adjunct faculty hourly salary schedule.

D. Compensation for Under-Enrolled Classes. Upon mutual agreement between the faculty member and dean, the faculty member may receive pay "per student" for teaching an under-enrolled class that would normally be cancelled (excluding Ind. Studies courses). Either the dean or the faculty member may propose to offer an under-enrolled class on a pay-per-student basis no later than one week prior to the start of the quarter, but the course will not be offered absent mutual agreement. Per-student pay will be calculated as follows:

(Full pay rate as determined in Section 18.2.3) x 0.07 x (number of students enrolled on count date). Per-student pay will never exceed 100% nor fall below 40% of the contract amount for a full section.

E. Compensation for Over-Enrolled Classes. Upon initiation by the dean and mutual agreement with the faculty member, the faculty member may receive pay "per student" for teaching an over-enrolled class. Per-student pay will be calculated as follows:

(Full pay rate as determined in Section 18.2.3) x 0.07 x (number of extra students enrolled on count date).

18.3. Specific Rates of Pay

18.3.1. Effective July 1, 2024, the rates per contact hour for the following programs are as follows:

CE Health and Nursing	$89.77
International Education Customized Classes	$70.83

18.3.2. Summer School. Summer Quarter teaching and other activities will be compensated according to the adjunct hourly schedule.

18.3.3. Personal Vehicle Usage. Faculty members who are required to use their own personal vehicle for a work-related purpose will be reimbursed in accordance with College policy and State requirements.

18.3.4. Payment for Cancelled Classes. In the event of class/section assignment cancellation within one (1) week from the scheduled start of the class, adjunct faculty (excluding full-time faculty who are teaching extra classes) shall be compensated $200.00 per class in addition to remuneration for any class time actually performed.

18.3.5. Orientation. Adjunct faculty who attend an orientation session at the beginning of Fall or Winter Quarter shall receive $100.

18.3.6. Reading, Writing, and Mathematics Lab Chairs. Chairs will each receive 1.0 FTEF (100%) annual-release time or equivalent paid workload at their current Category C rate of pay. In addition, each chair will receive an Off-Contract Stipend of $2,362.48. Lab chairs will follow an election process similar to the chair election process described in 12.2; however, adjunct faculty are also eligible for consideration. In addition, the following Sections of Article 12 apply to Lab Chairs: 12.3, 12.4, 12.6, 12.7, 12.8, and 12.9.

18.3.7. Payment for Governance and Essential College Duties. Adjunct faculty who receive pre-approval to take on governance or other non-teaching assignments that involve workload beyond the expected terms of their contract will receive additional compensation at the applicable Category A rate above according to the terms of the approval.

18.3.8. Compensation for Adjunct Faculty Performance Review. Program chairs and program faculty who conduct adjunct performance reviews as described in Article 16 that include a classroom observation will be compensated for the equivalent of five (5) hours of work for each review at the applicable Category B rate.

18.3.9. Faculty Compensation to award Academic Credit for Prior Learning (ACPL)

A. Bellevue College and the Bellevue College Association of Higher Education (BCAHE) agree to compensate faculty at their appropriate Category A rate for 5 hours for their time and effort spent for each instance of awarding academic credit for prior learning for students requesting portfolio evaluations and/or course challenges in accordance with the Policy 3110.

B. Compensation will be for 5 hours for each instance regardless of the actual time.

C. In the case of a course challenge, the faculty may elect to have the student take the test in the Testing Services Office.

D. Nothing in this agreement requires either Programs or individual faculty to participate in portfolio evaluations or course challenges.

18.4. Salary Payment

18.4.1. Full-Time Faculty Salary Payment Plans. Full-Time Faculty shall be paid semimonthly in equal warrants beginning September 25, of any year according to their choice of one of the following plans:

A. Plan I (Regular). Full-time faculty members, upon their choice, shall be paid one-nineteenth (1/19th) of the balance of their annual contract starting September 25 and continuing through June 25.

B. Plan II (Balloon). Full-time faculty members, upon their choice, shall be paid one-twenty-fourth (1/24) of the balance of their annual contract starting September 25 and continuing through June 25. The balloon summer payment of one-fourth (1/4) of the annual contract shall be paid on June 25.

C. Summer Quarter. Full-time faculty teaching Summer Quarter will be paid for the summer session according to the pay practices for adjunct academic employees.

18.4.2. Adjunct Faculty Salary Payment Plan. Adjunct academic employees will be paid in accordance with State-adopted lagged payroll schedules and procedures. Pay dates will be included on or attached to the faculty member's Personnel Action Form. In general, the first paycheck of the quarter will be on the twenty-fifth (25th) of the month if the quarter begins between the first (1st) and fifteenth (15th) of the month; the first paycheck will be on the tenth (10th) of the month if the quarter begins on or after the sixteenth (16th) of the month. The total payment for the quarter will be divided equally among the pay periods in the quarter.

18.4.3. Direct Deposit. All faculty members will be paid through direct deposit to the account(s) of their choosing or by payroll card in accordance with College policy.

18.5. Insurance Plans and Related Benefits

18.5.1. Insurance Coverage. The College will provide faculty with health, life, disability and dental insurance coverage according to the eligibility rules and terms set by the Washington State Health Care Authority and through the provisions of applicable law.

A. Adjunct Faculty Eligibility. The College shall inform all adjunct faculty working under quarterly agreements of the eligibility criterion for health and insurance coverage established by the Washington State Health Care Authority. Adjunct faculty who are contracted for at least fifty percent (50%) of a full-time load at the College or work a combined load of at least fifty percent (50%) at the College and other Washington State public institutions of higher education for two (2) consecutive quarters are eligible for health and dental insurance at the start of the second (2^{nd}) consecutive quarter. Health and insurance coverage will be provided during July and August of each year for adjunct faculty who are eligible under the rules of the Health Care Authority.

18.5.2. Retirement Options. Full-time faculty are required to contribute to a retirement plan effective with the date of hire, as provided by statute and state regulations. Adjunct faculty who are contracted for at least fifty percent (50%) of a full-time load at the College or work a combined load of at least fifty percent (50%) at the College and other Washington State public institutions of higher education for two (2) consecutive academic quarters are required to contribute to a retirement plan at the start of the second (2^{nd}) consecutive quarter.

18.5.3. Tax Deferred Annuity Plans. The College shall make available to faculty tax-deferred annuity plans in accordance with state regulations.

18.6. Release or Paid Workload for Co-Cirricular Activities

18.6.1. Reflecting the high value placed on faculty engagement in co-curricular activities and leadership, full-time faculty may choose to take their release time as paid workload, calculated at the faculty member's appropriate Category C Rate.

A. Creative Art Directors and Producers - These roles will be filled by full-time faculty, including both existing faculty members and new hires.

Concert Choir Director 0.3333 FTEF (33.33%)

Vocal Jazz Band Director 0.3333 FTEF (33.33%)

Stage Band Director 0.3333 FTEF (33.33%)

Drama Producer 0.3333 FTEF (33.33%)

Chamber Choir Director 0.1495 FTEF (14.95%)

Art Gallery Director 0.3333 FTEF (33.33%)

B. Co-Circular Leadership - These roles are open to full-time and adjunct faculty.

Phi Theta Kappa Lead – 0.3333 FTEF (33.33%)

Newspaper Lead – 0.6666 FTEF (66.66%)

Interior Design Student Association (IDSA) Lead – 0.1495 FTEF (14.95%)

Debate Lead – 0.3333 FTEF (33.33%)

DECA Lead– 0.3333 FTEF (33.33%)

18.6.2 Athletic Compensation. Compensation for faculty performing the duties of Head or Assistant Coach for Northwest Athletic Conference (NWAC) athletics teams apply per individual coach. The College makes all determinations as to which athletic programs to maintain.

C. Release for full-time faculty performing Head Coach duties is 22.22% FTEF per quarter and the release for Assistant Head Coach duties is 11.11% FTEF per quarter if the faculty member is engaged in athletic coaching duties during the quarter. Full-time faculty may take this release as paid workload.

D. Adjunct faculty assigned as Head Coach will be paid a minimum of $7,982.39 per year and adjunct faculty assigned as Assistant Head Coach will be paid a minimum of $3,991.18 per year.

18.7. Early Learning Center Benefit

The College will credit $500 of tuition per child to any faculty member who has a child enrolled at the Early Learning Child Care Center for at least six (6) months per Academic Year.

18.8. Implementation

Implementation of any salary adjustment provided for in this Agreement which is funded by general funds of the State of Washington shall be consistent with legislative appropriation and with any subsequent modification thereto.

18.9. High Demand Fields of Study

18.9.1. The Washington State Legislature maintains funding for High Demand industry workforce education as initiated under HB-2158 (2019-2020). As such, the College is awarded funds to distribute stipends to faculty in high demand industries. The College will distribute stipends based on course prefixes. The

Labor Management Committee will review the list of programs in Appendix F every two years and adjust as needed.

Stipend adjustments will be reviewed every year. Stipends are conditional on the continuation of state funding for High Demand areas. If the State of Washington discontinues or decreases the available funding, this agreement will no longer be in effect, or the value of stipends will be adjusted accordingly. The College and the Association have made the following non-precedent setting agreement.

18.9.2. Selection Criteria.

As defined by the legislature and advice from subject matter experts at WACTC, selection criteria for these course prefixes are to be locally selected and include:

A. Specifically named fields of study and disciplines from HB-2158 (2019-2020).

B. Specifically identified fields of study and disciplines where there is a substantive difference in the typical salary paid to industry professionals compared to faculty teaching within WACTC.

C. Specific fields of study and disciplines that have been identified as high demand in the Washington State Occupations in Demand lists and/or the Washington Achievement Councils Skills Gaps list.

D. Specific challenges for Bellevue College with recruitment and retention.

It is recognized that students will take a variety of courses at the College in disciplines that are not identified below. Courses and faculty within these designated prefixes are no more or less important or valuable than in other courses at the College and should not be construed as such.

18.9.3. Eligibility

All faculty (full-time and adjunct) assigned in the discipline with prefixes listed in Appendix F and who meet the criteria below will receive an annual stipend assignment in addition to their salary, which will be distributed on a quarterly basis. IBest Faculty co-teaching a class in a high demand subject will not be eligible for high demand funds for those classes. Leave without pay and administrative appointments will not be included in these calculations.

18.9.4. Compensation

Regular full-time faculty will be paid fall, winter, and spring, with the maximum stipend per quarter at 100% FTEF. Adjunct and temporary full-time faculty will

have their stipends calculated summer, fall, winter, and spring quarters, based on per course workload

Once an adjunct or temporary full-time faculty reaches 300% FTEF annually they will receive no additional stipend unless an additional stipend is paid at the end of the year to bring the total amount paid to within 3% of total amount of funds received from the State.

The Labor Management Committee will review the actual FTE calculations and adjust every year by July 1st. The total amount of high demand stipends and associated benefits will not exceed the amount allocated to the College for High Demand salaries. Should the calculations above result in a difference greater than 3% of the amount allocated to the College in a fiscal year, then all stipends will be adjusted proportionally to bring the total amount under or equal to the total amount allocated to the College.

Once all stipends have been calculated for the year, amounts for the following year will be calculated based on what was spent the preceding year and any program changes. New amounts will be sent to Labor Management along with any necessary explanations.

Stipends may be adjusted through the process outlined below.

A. Tier A Fields of Study and Disciplines.

   Stipends for Tier A fields of study and disciplines will be calculated at FTEF% multiplied by the Tier A Rate (e.g., in 2024-25 the rate will be $8,820 per 300% FTEF).

   On a quarterly basis, stipends for Tier A fields of study and disciplines will be calculated at FTEF% multiplied by the Tier A Rate (e.g., in 2024-25, the rate will be $2,940 per 100% FTEF).

B. Tier B Fields of Study and Disciplines.

   Stipends for Tier B fields of study and disciplines will be paid at FTEF% multiplied by the Tier B Rate (e.g., in 2024-25 the rate will be $4,410 per 300% FTEF).

   On a quarterly basis, stipends for Tier B fields of study and disciplines will be calculated at FTEF% multiplied by the Tier B Rate (e.g., in 2024-25, the rate will be $1,470 per 100% FTEF).

ARTICLE 19 - Retirement

19.1 Early Retirement Notification

To provide for an orderly transition upon the retirement of full-time faculty members, tenured faculty and ELI/OLS Lead faculty members who provide written notice of their pending retirement by April 30 of the academic year prior to the academic year of their planned retirement will receive a one-time lump sum payment or stepped retirement agreement as outlined below. To be eligible for a one-time lump sum payment or stepped retirement, the faculty member must be at least fifty-five (55) years of age at the time of retirement, and have at least ten (10) academic years of full-time faculty employment at the College. Faculty who provide notice under this section commit to retiring and relinquishing their tenured or ELI/OLS Lead status no later than the date identified in their notice; provided that the College President may permit an extension of the faculty member's retirement date where such a delay is needed due to serious and unforeseen circumstances.

19.1.1 One-time lump sum payment, calculated as follows, will be paid in a lump sum at the time of retirement:

A. 10-19 years: Fifteen (15%) percent of annual salary placement

B. 20 or more years: Twenty (20%) percent of annual salary placement

19.1.2 As an alternative to the one-time lump sum payment described in paragraph 19.1.1, faculty may choose a stepped retirement during which they will work up to one (1) full academic year at full pay for a workload equal to two-thirds (2/3rds) of a full-time load. Faculty who elect stepped retirement commit to retiring and relinquishing their tenured or ELI/OLS Lead status at the end of the phased retirement period. Faculty electing a stepped retirement who have twenty (20) or more years of service to the College will also receive a lump sum payment of five percent (5%) of their annual salary placement to be paid at the time of their retirement.

19.2 Emeritus Faculty

In recognition of valued service to the College, faculty members with ten (10) or more years of continuous employment and who retire as members of the following retirement systems — Washington Teachers Retirement Plan I and II, TIAA, Washington Public Employees' Retirement Plan I and II — shall receive as appreciation for their contribution to the College the following lifetime benefits:

- Perpetual parking privileges.
- Library privileges.
- Gym and locker facility privileges.
- Tickets to cultural and athletic events sponsored by the College at employee prices.

In addition, emeritus faculty, upon request to the Vice President of Human Resources, will receive an e-mail account to allow them to receive on-going communication regarding College activities and programs. Use of such emeritus e-mail accounts shall be in accordance with all College acceptable-use policies in effect at the time the account is used.

19.3 Adjunct Faculty Retirement

Upon retirement, adjunct faculty members who qualify for retirement cash out under the provisions of Section 20.5.2 shall receive a one-time lump sum payment in recognition of their accomplishments and longevity at the College.

10-19 years:	$500
20 or more years:	$1,000

ARTICLE 20 - Personal Leave

20.1. Absences and Leaves

All rules pertaining to absences and leaves for faculty shall be made with due consideration being given to preserving the continuity of instruction and related activities to the fullest extent possible. Faculty shall meet with all scheduled classes except in cases of unavoidable absence due to illness, injury, other similar uncontrollable factors, or as allowed in Article 20.

20.2. Notification

In case of any absence from the College that affects a scheduled course meeting, a faculty member must notify their program chair and Division staff as soon as possible. Authorized leave arranged in advance of the absence is deemed sufficient notification. Faculty members must keep the program chair informed of their leave status and expected date of return to duty. Faculty on leave are not expected to provide ongoing instruction during qualified leave. Faculty members are responsible for completing a Faculty Absence Report and submitting it to division staff upon their return from an absence.

20.3. Personal Leave Accrual

20.3.1. Upon hire, full-time faculty under contract for three (3) quarters will be credited with seventy (70) hours of Personal Leave; provided, this initial allocation will be prorated for full-time faculty who begin during an Academic Year, or who are contracted to work a reduced schedule. After completion of an initial contract, full-time faculty accrue Personal Leave at a rate of seven (7) hours for each month in which they are under contract (seventy (70) hours for faculty teaching only during the Academic Year; eighty-four (84) hours for those who teach during the Academic Year and Summer Quarter). Accruals will be prorated for full-time faculty members working a reduced schedule.

20.3.2. Full-time faculty who are not under contract to teach during the summer quarter will accrue fourteen (14) hours of Non-Compensable Leave.

20.3.3. Adjunct faculty hired at the start of quarter will be credited with an initial allocation of Personal Leave hours equivalent to eighteen (18) times their FTEF; adjunct faculty who begin during a quarter will receive an initial allocation of

Personal Leave days prorated to reflect the amount of time remaining in the quarter. After the initial quarter of employment, adjunct faculty accrue Personal Leave days at the rate of six (6) times their scheduled FTEF for each calendar month they are in paid status, to a maximum of seventy-two (72) hours per calendar year.

20.3.4. Full-time faculty and adjunct faculty teaching in the academic divisions may accumulate Personal Leave without limit. The College will maintain a faculty member's accumulated Personal Leave (and if applicable, Non-Compensable Leave) balance for three (3) years following the last quarter in which the faculty member accrued leave, except where the leave has been cashed out as provided in Section 20.5.2 below.

20.3.5. Adjunct faculty teaching in the Continuing Education program will accrue Personal Leave during a quarter in which they are teaching, but may not carry forward accrued leave from one quarter to the next.

20.4. Usage

20.4.1. Reasons for Use of Personal Leave. Unless otherwise required by law, accrued Personal Leave may be used only for:

A. The faculty member's own illness, injury or disability (including disability due to pregnancy or childbirth).

B. The need to care for the faculty member's child under eighteen (18) years of age, or an older child incapable of self-care, with a health condition requiring treatment or supervision (all as defined by WAC 296-130-020).

C. The need to care for the faculty member's spouse, domestic partner, parent, parent-in-law or grandparent with a serious health condition or emergency condition (as defined by WAC 296-130-020).

D. For disability associated with pregnancy or childbirth pursuant to state and federal law and the College's Family Medical Leave Policy.

E. For parental bonding leave as outlined in Section 21.5.

F. Bereavement leave up to a maximum of thirty-five (35) hours for the death of the faculty member's spouse, or any of the following relatives of the faculty member or their spouse: child, parent, sibling, grandparent, grandchild, any person living in the faculty member's household, or others with a substantially similar relationship to the faculty member. With approval by the dean, faculty members may be allowed to use Personal Leave for a longer absence or for relatives or circumstances not otherwise covered by this paragraph.

G. Emergency leave up to a maximum of thirty-five (35) hours per Academic Year to address serious problems that were suddenly precipitated, are of such a nature that the faculty member could not pre-plan for the problem, or are of a type where pre-planning would not relieve the necessity for the faculty member's absence. Emergency leave must be requested from the dean in writing within thirty (30) days after the date of absence. The dean's decision regarding a request will be transmitted to the faculty member within fifteen (15) days of the dean's receipt of the request.

H. Leave up to a maximum of fourteen (14) hours per Academic Year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization; provided that the leave is requested in accord with College policy and granting the leave would not constitute an undue burden as defined by WAC 82-56-010.

I. For domestic violence leave under Chapter 357-31 WAC and the College's Domestic Violence Leave Policy.

20.4.2. Personal Leave may be used on scheduled contract days during periods in which the faculty member has an assignment. Adjunct faculty who have been notified of an assignment for a subsequent quarter may use accumulated Personal Leave during that quarter.

20.4.3. For full-time faculty, Personal Leave shall be deducted on an hour-by-hour basis. The deduction shall be based upon the hours of scheduled assignments missed. For adjunct faculty, leave shall be deducted on an hour-by-hour basis; the number of hours deducted for a one (1) day absence will be six (6) times the adjunct faculty member's FTEF for the quarter in which the absence occurs.

20.4.4. Deductions will be made from accumulated Personal Leave until such leave is exhausted. Thereafter, charges will be made to Non-Compensable Leave until exhausted; provided, however, that all Emergency and Bereavement Leave (as described in Section 20.4.1.f. and 20.4.1.g. above) will be charged first to Non-Compensable Leave until such leave is exhausted.

20.5. Compensability

20.5.1. Annual Cash Out. In January of each year, eligible faculty may elect to participate in the attendance incentive program authorized by RCW 28B.50.553 and cash out unused Personal Leave accrued during the prior calendar year, subject to the following:

A. Full time faculty must maintain a minimum balance of four hundred twenty (420) hours of Personal Leave following any cashout. Adjunct faculty must

maintain a minimum leave balance of three hundred sixty (360) hours of Personal Leave following any cashout.

B. Personal Leave will be cashed out at a rate of one (1) hour's pay for each four (4) hours of Personal Leave. For full-time faculty, the cash out rate will be one quarter (1/4) of one (1) full day's per diem pay for each day of Personal Leave. For adjunct faculty, the cash-out rate will be the hourly rate in effect at the time of cash out.

20.5.2. Retirement Cash Out.

A. At the time of separation from the College due to retirement or death, each full-time faculty member or their estate will receive payment for unused Personal Leave at a rate of one (1) full day's per diem pay for each twenty-eight (28) full accumulated Personal Leave hours; adjunct faculty will receive payment for unused Personal Leave at a rate of one (1) hour's pay for each four (4) hours of Personal Leave. For adjunct faculty, the cash-out rate will be the hourly rate in effect at the time of the cash out. For purposes of this section, retirement means separation from the College after at least ten (10) academic years of employment at the College for employees who are at least fifty (50) years old.

B. In lieu of a cash payout for sick leave at retirement as provided in this Section, an employee will receive the amount of any such payout in the form of a contribution to a medical reimbursement plan if the employee is eligible to participate in such a plan at the time of their reimbursement. Election to participate in a medical expense plan will be determined in accord with the College's plan.

20.6. Transferability

Accumulated Personal Leave shall be transferable to community and technical colleges and other state or local agencies in accordance with applicable statute. Leave for adjunct faculty transferred into the College shall be converted into hours on the basis of one day or 1.00 FTEF equals six (6) hours. Faculty may transfer sick leave balances from other colleges or agencies when the College becomes the sole employer. Adjunct faculty must petition to transfer their sick leave from other agencies after the College becomes the faculty member's sole employer. Any questions regarding interpretation of leave transferability shall be referred to the Labor-Management Committee for resolution.

20.7. Exhaustion of Benefits

Full-time faculty absent beyond the total number of hours of accrued Personal Leave shall have their pay deducted at the per diem rate of their annual contract for each hour of absence. Adjunct faculty absent beyond the total number of hours of accrued personal leave shall have their pay deducted at the hourly rate for each hour of assignment missed.

20.8. Shared Leave

Faculty members who accrue Personal Leave may participate in the Bellevue College Leave Sharing program as regulated by applicable law.

20.8.1. An eligible faculty member shall be entitled to receive shared leave for the reasons described in RCW 41.04.665.

20.8.2. A faculty member requesting shared leave must have depleted, or will shortly deplete, their Personal Leave; provided that for shared leave requests due to pregnancy disability or for parental bonding, the faculty member may maintain up to forty (40) hours of Personal Leave.

20.8.3. Faculty members receiving worker's compensation are not eligible to receive shared leave.

20.8.4. A faculty member needing shared leave shall submit a request to the Human Resources Office. In the event the faculty member is unable to submit such a written request, a designee may submit the request on behalf of the faculty member.

20.8.5. The College President or designee shall determine the amount of shared leave, if any, which a faculty member may receive. A faculty member shall not receive a total of more than one thousand eight hundred twenty-seven (1,827) hours worth of shared leave.

20.8.6. A faculty member may donate any amount of compensable Personal Leave to another employee, as long as a balance of one hundred fifty-four (154) hours is retained. Leave donations must be made to individual requestors on a request-by-request basis, by completing the College's Shared Leave Donation Form and submitting the form to Human Resources. Donations will be deducted from the donator's leave balance in the month following processing of the donation.

20.8.7. While a faculty member is receiving shared leave, they shall receive the same treatment in respect to salary, wages and employee benefits as the faculty member would normally receive if using accrued Personal Leave.

20.8.8. The value of the leave transferred shall be based upon the current salary rate of the person receiving the leave. Donations will be converted to their dollar equivalent and then converted to the hourly/daily equivalent of the individual receiving shared leave. The receiving employee will continue to be paid their regular rate while on shared leave. Therefore, one (1) hour of donated leave may cover more or less than one (1) hour of the recipient's salary.

20.8.9. Any leave transferred under this provision which is unused shall be returned to the employee who donated the leave. The unused leave which was transferred

by more than one employee shall be returned on a pro-rata basis. For example, if three (3) people each donate one (1) hour to someone and only one (1) of the three (3) hours is used, two-thirds (2/3^{rds}) of one (1) hour of leave would be returned to each donating employee.

20.8.10. The Human Resources Office shall notify the Association of requests for shared leave made by members of the bargaining unit.

20.9. Substitutes

If the dean determines that a substitute is required to cover for a faculty member's absence, arrangements will be made by the dean and/or program chair. Adjunct faculty members who serve as substitutes will be compensated at their normal rate. Full-time faculty members will not receive compensation for substituting for other faculty members unless the assignment(s) falls outside the seven (7) hour assignment span described in Section 16.5.3.c, or exceeds three (3) contact hours in a quarter. Adjunct faculty, and full-time faculty receiving additional compensation for substituting, will be given an adjunct faculty assignment. All such assignments must be approved by the dean.

ARTICLE 21 - Other Leave Provisions

21.1. Leaves Provided by Applicable Statute

The College will provide faculty members with family and medical leave, pregnancy disability leave, military leave and other paid and unpaid leave required by state and federal law, including, but not limited to:

21.1.1. Family and Medical Leave (29 U.S.C. §2601 et seq.).

21.1.2. Paid Family and Medical Leave (RCW 50A).

21.1.3. Family Care Act Leave (RCW 49.12.265).

21.1.4. Pregnancy Disability Leave (RCW 49.60).

21.1.5. Military Leave (RCW 38.40.060 and RCW 73.16. and 39 USC §§ 4301 et seq.).

21.1.6. Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76).

21.1.7. Leave for Spouses of Deployed Military Personnel (RCW 49.77).

21.1.8. Leave for Certain Emergency Services Personnel (RCW 49.12.460).

21.1.9. Leave for Reasons of Faith or Conscience, or to Participate in an Organized Activity Conducted under the Auspices of a Religious Denomination, Church, or Religious Organization (RCW 1.16.050).

Leave eligibility, benefits and requirements will be determined by applicable law and will be administered according to College policy.

21.2. Leaves of Absence

Faculty members may request a leave of absence without pay by submitting a written request to their dean that includes a description of the reason for and requested duration of the leave of absence. The Provost or designee will approve or reject all requests for leaves of absence in writing. All leave requests shall be judged on the merits of the request and the best interest of the College. Reasons for approving a leave of absence may include, but are not limited to, advanced study, participation as an exchange teacher, serving as office or staff member of a professional organization, childrearing, or appointment or election to a political or public office. Such leaves will be granted for no more than one (1) year at a time, but may be extended upon approval of the Provost or designee. Following an approved leave of absence, full-time and affiliated faculty members will be entitled to reemployment without loss of seniority or other benefits; however, no seniority credit or benefit provisions shall accrue during a leave of absence.

21.3. Professional Leave

Professional Leave is neither accrued nor deducted from other leaves to which the faculty member is entitled. Faculty members on approved Professional Leave will not suffer a salary reduction. Faculty may be granted Professional Leave to attend state and national meetings of their professional organizations related to their discipline or to attend academic or occupational meetings related to their disciplines. Requests shall be submitted to the dean and appropriate vice president at least five (5) days prior to the meeting, or as soon as possible if the faculty member has less than five (5) days' notice, and will not be unreasonably denied.

21.4. Jury Duty Leave and Subpoena Leave

21.4.1. Faculty members who are summoned for jury service will receive their regular salary during the time they are obligated to be away from their duties. Faculty members must notify the dean upon receipt of a summons for jury service, keep their dean and program chair apprised of the schedule for their jury duties, and perform their duties when the court schedule permits. Faculty members may retain any payments received for service as a juror.

21.4.2. A faculty member subpoenaed to appear as a witness will be released from their duties for the obligation covered by the subpoena. The faculty member will receive their regular salary for appearances required by a subpoena in matters where the faculty member is neither a claimant, defendant, nor a paid expert witness. Faculty members must notify their dean upon receipt of a subpoena to appear as a witness, keep their dean and program chair apprised of the schedule for their witness obligations, and perform their duties when they are available to do so. Faculty members may retain any per diem or expense reimbursements received because of their service as a witness.

21.5. Parental Leave

Parental leave will be granted to a faculty member for the purpose of bonding with their natural newborn, adoptive or foster child. Parental leave may extend up to thirty-six (36) academic calendar weeks, including time covered by state pregnancy discrimination law, federal Family and Medical Leave and/or Washington Paid Family and Medical Leave, during the first (1st) year after the child's birth or placement. Requests for additional parental leave may be granted to facilitate returning to work at the beginning of a new quarter.

21.6. Additional Paid Family Medical Leave

Upon the expiration of Personal Leave, each full-time faculty member shall be granted ten (10) days leave with pay during an approved leave covered by state or federal Family and Medical Leave statutes. Such leave with pay shall be available to each full-time faculty member once every five (5) years during their College employment.

21.7. Attendance at the Legislature

If a faculty member has a specific official written request from a Washington State Legislative Committee to give information to a committee meeting of the Legislature, the faculty member may be granted a leave of absence for one (1) day only. The faculty member's request for such a leave of absence shall be submitted to the dean for approval and shall include a copy of the official written request from the Legislative Committee. In the event the scheduled committee meeting or hearing which is involved in the faculty member's request is postponed or extended, upon written request, an additional day or days of absence may be approved.

21.8. Discretionary Leave

One (1) non-cumulative day per Academic Year shall be available for all full-time faculty and all promoted adjunct faculty for discretionary paid leave in circumstances for which Personal Leave is not otherwise permitted. Faculty members shall provide advance written notification to their dean indicating how students will be notified and their educational needs met.

ARTICLE 22 - Sabbatical Leave

22.1. Eligibility

The College shall provide an opportunity for full-time faculty to apply for Sabbatical Leave after six (6) Academic Years of service to the College. Beginning in the 2022-2023 Academic Year, faculty may be granted sabbaticals of one (1), two (2) or three (3) quarters in length, but will be granted a maximum of three (3) quarters of Sabbatical Leave in a rolling six (6) year period measured backwards from the date the Sabbatical Leave would begin.

22.2. Compensation

22.2.1. Salary. Faculty members awarded Sabbatical Leave shall receive one-hundred percent (100%) of their base salary during the period of Sabbatical Leave;

provided that compensation may not exceed Step Nine (9) of the salary schedule for their rank. The aggregate cost of such leaves during any year, including the cost of replacement, shall not exceed one-hundred fifty percent (150%) of the cost of salaries which otherwise would have been paid to personnel on leave. In no case shall the cost of replacement personnel owing to workload factors alone be permitted to prevent a faculty member from being granted a Sabbatical Leave.

22.2.2. Honorarium. Following their return from Sabbatical Leave, faculty will receive an additional honorarium of five hundred dollars ($500) upon completion of the requirements described in Section 22.3.3.e. below.

22.2.3. Faculty members awarded Sabbatical Leave shall continue to receive and accumulate Personal Leave.

22.3. Conditions

Sabbatical Leaves may be granted under the following conditions:

22.3.1. Purpose. The purpose of a Sabbatical Leave shall be to improve the professional skills of the faculty member through study, research, and creative work. The College will receive direct benefit of such an experience through the increasing effectiveness of those persons participating in a professional leave program.

22.3.2. Application Process/Sabbatical Leave Committee.

A. The faculty member will submit an application and a detailed plan including reasons for requesting such leave, including a description of how the leave will improve the faculty member's professional skills and how the leave will benefit the College, to the Sabbatical Leave Committee. The Sabbatical Leave Committee (SLC) shall consist of four (4) promoted full-time faculty members, two (2) of whom shall be elected by a majority vote of the full-time faculty for a two (2)-year term by May 15th of each year, and two (2) administrators to be appointed by the College President.

B. The Sabbatical Leave Committee shall rank the applicants for a total of twelve (12) FTEF of leave, plus alternates for four (4) additional FTEF. Ranking will be based on the merits of applicant's proposals, time elapsed since the last Sabbatical, and other factors not related to costs of replacement or salary level.

C. The College President shall transmit the committee's recommendations along with their concurrence or alternate recommendation to the Board of Trustees.

22.3.3. Contract. When the Board of Trustees grants a Sabbatical Leave, the recipient shall sign a contract with the College specifying:

A. The length of the Sabbatical Leave.

B. The amount of sabbatical payment.

C. Performance according to the approved Sabbatical Leave plan while on leave.

D. The requirement that the recipient will return to the College following Sabbatical Leave for a period at least as long as the duration of the leave. A faculty member failing to comply with this condition will be required to repay the Sabbatical Leave salary payment and benefits in full.

E. The requirement that the recipient, upon return, submit a written report to the Provost or designee within one (1) month detailing how the leave improved the faculty member's professional skills and how the leave benefited the College. The recipient will also make a presentation to the campus community during a Sabbatical Symposium organized by the Academic Affairs Office. Faculty who fail to submit a report within three (3) months of return will be ineligible for Sabbatical Leave for a period of five (5) years from the faculty member's return date.

22.3.4. Equivalent Time. The time spent on Sabbatical Leave will be considered service to the College, but will not count towards the accrual of eligibility for future Sabbatical Leave.

22.3.5. Responsibilities. Faculty on Sabbatical Leave shall ordinarily be free of any and all responsibilities to the College except those outlined in the leave program. In extraordinary circumstances, such faculty shall be responsible to requests by the College to take care of emergency concerns which cannot wait until the end of the leave without undue harm to persons or programs, as long as such requests are arranged so that they are reasonable, convenient, and do not interrupt the leave program. Such response shall be either in person or through a designee, who might be a colleague, program chair or administrator.

22.3.6. Leave Approval. All Sabbatical Leaves require the approval of the Board of Trustees. The number of Sabbatical Leaves approved by the Board shall be subject to fiscal and budget restraints as well as the applicable statutory maximums. The Board of Trustees shall make every reasonable effort to grant at least twelve (12) FTEF Sabbatical Leaves annually; provided that at least that number of applicants have applied and are ranked by the Sabbatical Leave Committee pursuant to Section 22.2.2 above. No Sabbatical Leaves may be granted for less than one (l) quarter.

22.4. Special Leave Considerations

Efforts will be made to give special consideration in terms of either Sabbatical Leave or Leave of Absence without pay to faculty members who, due to enrollment difficulties, program obsolescence, or financial exigency, are threatened with reduction-in-force and wish to retrain for another position currently available or planned to be available at the College.

ARTICLE 23 - Professional Development

23.1. Affirmation

The continued personal growth of individual faculty and staff members and professional and program development are important means of improving the total effectiveness of the College. The College environment should encourage individual responsibility in the pursuit of these objectives.

23.2. Faculty Professional Development Day Committee

The Faculty Professional Development Day Committee shall ideally be compromised of one (1) full time faculty member and one (1) adjunct faculty memberfrom each Division. It shall be the function of the committee to plan a single President's Day each year with activities, workshops, lectures and seminars consistent with Section 23.1 above.

23.3. Professional Development Funds

The College will annually provide $275,000 for faculty professional development. The funds will be allocated proportionally to the Academic Divisions based on total FTEF in the Division in the prior Academic Year, after allocating $10,000 each to the Library and Counseling programs. These funds are available to full-time and adjunct faculty. Each dean working with Division faculty shall develop a process for distribution within the Division. It shall be the responsibility of the dean to communicate the disbursement procedures and the availability of professional development funds to full-time and adjunct faculty no later than the third (3rd) week of each quarter.

23.4. Faculty Commons

The College shall support a Faculty Commons, designed to provide, facilitate and support faculty-guided innovation and adaptation of curriculum and pedagogy as well as other forms of faculty professional development that contribute to student success, faculty retention,and to the educational mission and goals of the College. The Commons will support both full-time and adjunct faculty.

23.4.1. Commons Structure. The Faculty Commons program will be determined by a Commons Council and executed by a Commons Chair. Administrative duties are overseen by the Dean designated by the Provost or designee.

A. The Commons Council will be comprised of up to two (2) voting faculty representatives elected from each current Division, and up to three (3) voting deans appointed by the Provost or designee. The Association President or designee will serve ex officio as a non-voting member.

B. The Commons Chair will be a faculty member on one hundred percent (100%) release time and supplemental compensation equal to forty (40) per diem paid days for work completed off contract. These days will be scheduled

in conjunction with the Connected Learning Dean. If the Commons Chair selected is an adjunct faculty member, they will be offered a sequence of temporary full-time appointments, subject to annual evaluations. A full-time professional load in this mode is thirty-five (35) hours a week of scheduled time.

C. The Commons Chair will be selected by the Commons Council for a three (3)-year term beginning July 1. Administrative supervision of the Commons Chair will be provided by the Connected Learning Dean.

D. The Council will prepare an annual evaluation of the Chair, which shall be submitted to the dean for inclusion in their annual evaluation of the Chair. The Council shall have the power to recall the Chair on the basis of its evaluation.

E. The Commons Chair shall ensure that the Commons operates with predictable hours and that they are available for consultation with faculty and administration on a schedule consistent with the terms of this Agreement.

F. The Commons Chair, in consultation with the Council, will recommend to the Connected learning Dean finalist candidates for a program manager who will occupy an administrative exempt position. Administrative supervision of the program manager shall be provided by Connected Learning Dean.

23.4.2. Commons Funding and Resources.

A. The College will provide the salary and benefits and supplemental compensation for the Commons Chair and the Commons Program Manager.

B. The College will provide an allocation to the Commons equal to at least 0.5% of the annual full-time and adjunct faculty salary budget approved by the Board of Trustees, but no less than $125,000. The College will provide office, meeting, and training space to meet needs as appropriate.

C. Payments associated with adjunct faculty participation in the Commons will be funded out of the Commons budget. The cost of release time funded by the Commons will be calculated at the Assistant Adjunct Professor rate of pay, plus an additional twenty percent (20%) to cover the costs of benefits.

D. The Commons may receive additional funding from internal and/or external funding sources.

23.4.3. Commons Reporting.

A. The Commons Chair will provide annual activity reports and evidence-based evaluations of unit effectiveness to the Commons Council, Association President and College President.

B. The Commons Chair will provide quarterly activity updates to the Commons Council, Dean of Connected Learning, Provost or designee, and the Association President or designee.

23.5. Tenure-Track Orientation and Mentoring through the Faculty Commons

23.5.1. The purpose of the orientation and first-year candidate mentoring program is to establish a learning culture and community of practice for tenure candidates, demystify and outline the tenure process, support an intentional practice of cultural awareness and provide and coach best practices in teaching and learning.

23.5.2. First year tenure candidates and newlyhired ELI/OLS lead faculty are expected to attend and fully participate in an orientation and mentoring program arranged by the Faculty Commons. The full day orientation will be held on the Tuesday of Opening Week.

23.5.3. One mentor will be assigned to each first-year tenure candidate by the Faculty Commons. Mentors will be considered tenure-process neutral and will not fill out a peer evaluation or otherwise inform the process. Mentors recruited by the Faculty Commons will be compensated $500 for their participation in the Faculty Commons mentoring program. In the event a mentor accepts more than one (1) tenure candidate, the mentor will receive a payment of $350 per additional tenure candidate.

23.6. Professional Technical Certification

23.6.1. Faculty members teaching in professional/technical programs are required to acquire and maintain professional technical education certification as outlined in WAC 131-16-091 through WAC 131-16-095. Maintenance of a current certificate is a condition of employment.

23.6.2. Initial Certification. Upon hire, professional/technical faculty will be issued an initial certification. The certification lasts for three (3) years. During the three-year period, the faculty member must complete a professional development plan. The professional development plan must include: (a) faculty member and administrator identification of professional development activities for professional growth; (b) measurable outcomes and objective standards for measurement of skill standard achievement; (c) timeline for successful achievement of outcomes. Initial certification is not renewable.

23.6.3. Standard Certification. After the completion of initial certification requirements, professional/technical faculty will be issued a standard certification. Standard certification is renewable every five (5) years. For renewal, the faculty member must provide documentation to their dean confirming completion of planned activity, and complete a revised professional development plan. The professional development plan must include: (a) faculty member and administrator

identification of professional development activities for professional growth; (b) measurable outcomes and objective standards for measurement of skill standard achievement; (c) timeline for successful achievement of outcomes.

ARTICLE 24 - Tenure

24.1. Probationary Period

24.1.1. Regular Period. Except as provided below, the Board of Trustees shall make a decision regarding an award of faculty tenure to a candidate following a probationary period not to exceed nine (9) consecutive College quarters, excluding Summer Quarter and approved leaves of absence.

24.1.2. Extended Probationary Period. Upon formal recommendation of the Tenure Review Committee and with the written consent of the tenure candidate, the Board of Trustees may extend a candidate's probationary period for one (1), two (2), or three (3) quarters, excluding Summer Quarter, beyond the regular probationary period. No such extension shall be made, however, unless the Tenure Review Committee's recommendation is based on its belief that the probationary faculty member needs additional time to complete satisfactorily a professional improvement plan already in progress and on the committee's further belief that the candidate will complete the plan satisfactorily. At the conclusion of any such extension, the Board of Trustees will make a tenure determination.

24.1.3. Early Tenure. As an exception, tenure may be awarded by the Board of Trustees prior to the completion of the regular probation period after giving reasonable consideration to the recommendations of the Tenure Review Committee (TRC).

Early tenure is reserved for faculty members who demonstrate exceptional performance and significant contributions to the College, consistent with the institution's values, mission, and vision, as well as state guidelines. Circumstances which might lead to consideration of early tenure for those engaged in the process may include, but are not limited to: meeting the expectations of an Associate Professor or above rank as outlined in Appendix B.1, at least five years of previous tenure experience at a comparable or higher-ranked institution, or at least six years serving as an adjunct faculty member at Bellevue College.

24.2. Candidate Responsibilities

24.2.1. All probationary faculty shall carry a full workload in accordance with standards described in this Agreement. The duties and expectations of a tenure candidate will be outlined in a written job description and in tenure criteria provided to the candidate at the time of appointment; provided that job duties may be modified from time to time, in writing, by the Provost or Associate Vice President of Academic Affairs.

24.2.2. During their first year of employment at the College, probationary faculty are required to attend and participate in the Educational Equity Workshop as part of their first quarter release per Section 17.5.4.

24.2.3. Candidates must present evidence demonstrating that they have met the criteria for tenure described in the Tenure Guidelines.

24.3. Evaluation Subcommittees

Each candidate shall be assigned a four (4)-member Evaluation Subcommittee selected as provided below and approved by the Tenure Review Committee. The Evaluation Subcommittee shall be responsible for the continuing evaluation of the candidate until they are either granted tenure or are no longer employed at the College. Evaluation will be directed toward guiding the candidate's professional development and improving their teaching and overall effectiveness with a goal of achieving tenure.

24.3.1. Composition. The Evaluation Subcommittee will consist of three (3) tenured faculty members and the dean or designated associate dean of the candidate's Division. At least one (1) faculty member of the Evaluation Subcommittee shall be from the candidate's Division; one (1) faculty member shall be from outside the candidate's Division. Program chairs shall not be selected for Evaluation Subcommittees involving candidates from within their programs unless approved by the Tenure Review Committee. The subcommittee will be chaired by a faculty member.

24.3.2. Initial Formation. The Evaluation Subcommittee will be initially formed with two (2) tenured faculty members and the dean by the twentieth (20th) instructional day of the candidate's first (1st) quarter. A tenured faculty member will be elected from a list of volunteers, including those from outside the Division, by vote of the tenured faculty in the Division. A second member of the Evaluation Subcommittee will be appointed from the same list of volunteers by agreement of the elected Subcommittee member and the Dean. The appointment shall ensure that the Subcommittee has faculty representation from inside and outside the candidate's division by the twentieth (20th) instructional day. Any disagreements will be decided by the chair of the Tenure Review Committee in consultation with the Provost. In the event there are no qualifying additional volunteers, the elected member and the Dean will recruit a tenured faculty member identified by agreement to serve on the evaluation Subcommittee. The initial three (3) members will begin fulfilling duties immediately.

24.3.3. Final Formation. By the sixth (6th) instructional day of the candidate's second (2nd) quarter the candidate will select the final tenured faculty member of the Evaluation Subcommittee.

24.3.4. Replacement. A vacant faculty position on the Evaluation Subcommittee will be refilled by election, appointment, or candidate selection, depending on how the

position was originally filled. Vacant positions shall be filled within fifteen (15) instructional days.

24.3.5. Duties.

A. The Evaluation Subcommittee will advise and evaluate the candidate following the Tenure Review Committee guidelines and the criteria in Appendix B. The evaluation will be completed using forms approved by the College and the Association, and will include consideration of the candidate's self-evaluation, first-hand peer observations and evaluations, first-hand observation and review by the dean, curriculum vitae, and student evaluations or other classroom diagnostics as outlined in negotiated evaluation documents.

B. The evaluation process shall include at least one (1) formal meeting per quarter that clarifies the criteria and procedures and indicates the progress of the candidate. Informal meetings may be scheduled upon request of the subcommittee or the candidate. A summary of each item discussed will be recorded in the Evaluation Subcommittee minutes, noting any disagreements.

C. In response to the first (1st) and second (2nd) year recommendation letters from the Tenure Review Committee, the Evaluation Subcommittee shall work with the candidate to improve areas of weakness and any deficiency identified by the Tenure Review Committee.

D. The Evaluation Subcommittee shall provide a recommendation to the Tenure Review Committee to continue or terminate the regular probationary period, grant or deny tenure at the conclusion of the probationary period, or extend the probationary period. Such recommendations shall be forwarded to the Tenure Review Committee with copies of the final evaluation report.

E. If the Evaluation Subcommittee recommends an extended probationary period, or if directed by the Tenure Review Committee, the Evaluation Subcommittee will develop a professional improvement plan in consultation with the candidate by the eighth (8th) instructional day of the candidate's eighth (8th) quarter to accompany the Tenure Review Committee's recommendation for an extended probationary period.

24.3.6. Removal. The Tenure Review Committee may remove a faculty member, including the chair, from an Evaluation Subcommittee by majority vote if the Committee believes such removal to be in the best interest of the candidate and/or the College.

24.4. Tenure Review Committee

24.4.1. Committee Composition

A. There shall be an eight (8) person committee composed of the Provost or Associate Vice President of Academic Affairs, one (1) student, and six (6) tenured faculty members. No more than two (2) faculty members may come from the same Division.

B. The chair of each candidate's evaluation subcommittee may serve as ex-officio member of the Tenure Review Committee when a recommendation about the candidate is being considered.

C. The chair of the Tenure Review Committee shall be a faculty member selected annually by the committee members.

D. Each Academic Year, the College President shall make available 0.66666 FTEF release time to the chair of the Tenure Review Committee, and will provide each faculty committee member with a stipend equal to two (2) hours of work at the applicable Category A rate of the Adjunct Salary Schedule per candidate for each candidate beyond twenty (20) that the committee members are required to review.

24.4.2. Faculty and Student Member Selection

A. Two (2) tenured faculty members shall be elected by majority vote of the full-time faculty for a three (3) year term by May 15 of each year. Nominations for faculty members to this committee should be made to the Secretary-Treasurer of the Association by January 15 of each year. The President of the Association shall be responsible for producing ballots and establishing the time and method for voting on nominations. Such method and time should be convenient and publicized for all full-time faculty members. The ballots shall be counted by the President of the Association or designee and certified by the Executive Council. The candidates receiving the largest number of votes shall be elected. In case of a tie, a run-off election involving the tied candidates shall be held in the same manner as prescribed above.

B. Tenure Review Committee members shall, in the event of a conflict of interest, recuse themselves from any proceedings in which they are personally involved. Tenure Review Committee members may not serve on Evaluation Subcommittees or submit peer reviews of tenure candidates.

C. The student member shall be appointed by the President of the Associated Students of Bellevue College and confirmed by the Executive Board of ASBC.

D. Vacancies on the Tenure Review Committee shall be filled for the remainder of the term in the same manner as the original appointment was made. This shall be accomplished within twenty-five (25) instructional days of the occurrence of such a vacancy.

24.4.3. Duties

A. The Tenure Review Committee shall provide for the continuing evaluation of candidates.

B. The Tenure Review Committee shall approve Evaluation Subcommittees, develop written guidelines in compliance with this Agreement, and meet with the committees and candidates to assure their orientation and ability to do their functions.

C. The Tenure Review Committee may request the Evaluation Subcommittee to provide additional information about the candidate, and/or to prepare an improvement plan in coordination with the candidate.

D. All members of the Tenure Review Committee shall participate in a four (4) hour annual training or activity related to power, privilege, and inequity. This training will be arranged by the Vice President of Diversity, Equity, and Inclusion who will ensure that they are progressive, scaffolded, and aimed at the ongoing development of the committee members' cultural competencies.

24.4.4. Timelines. The deadlines for submission of the Tenure Review Committee's recommendations regarding probationary candidates are:

A. First Year Candidates. The Tenure Review Committee's recommendation must be made by the thirty-fifth (35th) instructional day of the third (3rd) consecutive probationary quarter, excluding Summer Quarter and approved leaves of absence.

B. Second Year Candidates. The Tenure Review Committee's recommendation must be made by the fifteenth (15th) instructional day of the sixth (6th) consecutive probationary quarter, excluding Summer Quarter and approved leaves of absence.

C. Third Year Candidates. The Tenure Review Committee's recommendation must be made by the fifteenth (15th) instructional day of the eighth (8th) consecutive probationary quarter, excluding Summer Quarter and approved leaves of absence.

D. Extended Probationary Period Candidates. The Tenure Review Committee's recommendation must be made by the tenth (10th) instructional day of the ninth (9th), tenth (10th) or eleventh (11th) consecutive probationary quarter as applicable, excluding Summer Quarter and approved leaves of absence.

24.4.5. Recommendations.

A. Tenure Review Committee recommendations to continue the probationary period for a second (2nd) or third (3rd) year will detail the candidate's

strengths and weaknesses. Recommendations shall be sent to the candidate, with electronic copies to the College President, the dean, and the chair of the Evaluation Subcommittee. If a weakness is considered to be sufficient reason for possible termination of employment or denial of tenure, it shall be identified as a deficiency. The candidate or the chair of the Evaluation Subcommittee may request a conference with the Tenure Review Committee to discuss the contents of the recommendation letter.

B. Tenure Review Committee recommendations to award tenure will speak to the committee's confidence in the candidate. Letters shall be delivered to the candidate, with electronic copies to the College President and the chair of the Evaluation Subcommittee.

C. Tenure Review Committee recommendations for an extended probationary period, as described in Section 24.1.2 above, will be handled as follows:

D. If the Evaluation Subcommittee recommended an extended probationary period and included with its recommendation a written plan for improvement accepted by the candidate, the Tenure Review Committee's recommendation, the candidate's written consent to an extended probationary period, and the professional improvement plan shall be submitted to the College President, the candidate and the Evaluation Subcommittee.

E. If the Evaluation Subcommittee did not recommend an extended probationary period, the candidate and the Evaluation Subcommittee will be directed by the Tenure Review Committee to develop and implement a written professional improvement plan which addresses the identified areas of deficiency. The candidate or the chair of the Evaluation Subcommittee may request a conference with the Tenure Review Committee to discuss the areas of deficiency or needed improvement. Upon receipt of a professional improvement plan accepted by the candidate, the Tenure Review Committee's recommendation, the candidate's written consent to an extended probationary period, and the professional improvement plan shall be forwarded to College President, the candidate and the Evaluation Subcommittee. If a professional improvement plan is not accepted by the candidate by the eighth (8th) instructional day of the candidate's eighth (8th) quarter, then the Tenure Review Committee will include an addendum to their recommendation that indicates that no plan is in place and conditions for extending the probationary period have not been met.

1. A Tenure Review Committee recommendation to terminate a probationary period or deny tenure shall be submitted, along with its rationale, to the candidate and the Evaluation Subcommittee. Subsequently, it will be discussed with the candidate in a conference with the committee. The candidate may appeal the recommendation as provided in Section 24.5 below.

2. The Committee's final recommendation, along with its rationale, will be submitted to the College President at the expiration of the deadline for the candidate to appeal the recommendation, or at the completion of Step Two of the appeal process, whichever is later.

24.5. Appeal of Recommendation for Denial of Tenure or Termination

24.5.1. Step One: If the candidate disagrees with the Tenure Review Committee's recommendation to deny tenure or terminate their employment, the candidate will be given the opportunity to meet with the Committee to challenge the recommendation; provided that the candidate notifies the Committee in writing within seven (7) calendar days of the date of the Tenure Review Committee's recommendation. The candidate may bring any person they choose to aid or represent them and may submit additional information to the Tenure Review Committee for its review.

24.5.2. Step Two: The Tenure Review Committee, based upon any additional information provided by the candidate, shall determine whether to uphold or modify its recommendation. The Tenure Review Committee shall have fourteen (14) calendar days from the date of its meeting with the candidate to notify the candidate of its determination. This determination shall be forwarded to the College President, the candidate, the dean and the chair of the Evaluation Subcommittee.

24.5.3. Step Three:

A. First and Second Year Candidates. If the Tenure Review Committee affirms its recommendations to terminate employment and if the candidate wishes to pursue the appeal, the candidate shall have seven (7) calendar days from receipt of the Committee's decision following Step Two to request in writing a meeting with the College President to present his or her reasons for disagreeing with the decision of the Tenure Review Committee. The College President shall have fourteen (14) calendar days to meet with the candidate and notify the candidate of his or her decision to agree or disagree with the decision of the Tenure Review Committee. At the discretion of the College President, the Tenure Review Committee Chair and/or the Evaluation Subcommittee Chair may also be required to attend the meeting.

B. Third Year and Extended Probationary Period Candidates. If the Tenure Review Committee affirms its recommendation to deny tenure and if the candidate wishes to pursue the appeal, the candidate shall have seven (7) calendar days to notify the Board of Trustees to request a hearing to present the reasons for disagreeing with the Tenure Review Committee's recommendation to the Board. At the request of the candidate, the College President will meet with the candidate prior to any scheduled hearing with the Board of Trustees. At the discretion of the Board of Trustees, the College

President, the Tenure Review Committee Chair, and/or the Evaluation Subcommittee Chair may also be required to attend the hearing.

24.5.4. Appeals of Tenure Review Committee recommendations are not subject to the grievance procedure.

24.5.5. A request by the candidate or the Tenure Review Committee to extend a timeline in the Step Two process above can only be approved by agreement of the Committee, the candidate and the College President. A request to extend a timeline in the Step Three process requires approval of the candidate and the College President.

24.6. College President

24.6.1. After reviewing the recommendations of the Tenure Review Committee to continue probation for a second (2nd) or third (3rd) year or terminate the probationary period, the College President shall make a decision to extend or terminate the probationary period prior to the end of the quarter in which the Tenure Review Committee's recommendation is received. The College President will communicate the decision in writing to the candidate, the Tenure Review Committee, and the chair of the Evaluation Subcommittee.

24.6.2. After reviewing the recommendations of the Tenure Review Committee regarding third (3rd) year (or, if applicable, extended probationary period) candidates, the College President shall submit those recommendations and accompanying materials, along with their own recommendation, to the Board of Trustees.

24.6.3. In the event the College President recommends early tenure for a probationary candidate, the College President will provide their recommendation, along with the accompanying rationale, to the Tenure Review Committee. The committee will provide its own recommendation and supporting rationale, which will be submitted to the Board of Trustees along with the College President's recommendation.

24.7. Board of Trustees

24.7.1. Authority. The authority to grant or deny tenure or approve a recommendation for a fourth (4th) probationary year under the conditions set forth in this Article is vested with the Board by RCW 28B.50.850. The final decision to award or withhold tenure shall rest with the Board of Trustees, after it has given reasonable consideration to the recommendations of the Tenure Review Committee and the College President.

24.7.2. Timelines. The Board of Trustees shall render its final decision prior to the beginning of the candidate's ninth (9th), tenth (10th), eleventh (11th), or twelfth (12th) consecutive quarter as applicable. The Board will communicate its

decision in writing to the candidate, the College President, and the Chair of the Tenure Review Committee.

24.7.3. Review of Committee Recommendations. The Board of Trustees, upon receiving the Tenure Review Committee's recommendation(s) shall examine and deliberate upon them with full consideration given for the rationale cited. If the Board of Trustees disagrees with the recommendation(s), the Board shall hold a meeting with the Tenure Review Committee to discuss the disagreement at least five (5) days prior to any final decision.

24.8. Records

The Tenure Review Committee or its designee shall maintain custody of all Evaluation Subcommittee reports and related documents until the tenure review process is completed for each candidate. At the completion of the tenure process for each candidate, the Tenure Review Committee and the Evaluation Subcommittee will forward all reports and related documents to the Human Resources Office. A copy of the final Tenure Review Committee recommendations, together with the summaries for each section of the candidate's tenure document, will be added to the candidate's personnel file. The remainder of the records will be processed by Human Resources consistent with the state records retention guidelines.

24.9. Decisions Not Grievable

Any and all decisions relating to the awarding or withholding of tenure or the renewal or non-renewal of probationary faculty members shall not be subject to the grievance procedure of this Agreement.

ARTICLE 25 - Tenured, ELI/OLS Lead, and Temporary Full Time Faculty Evaluation

25.1. Purpose of Evaluation

Tenured, ELI/OLS Lead, and temporary full-time faculty evaluation is designed for the purpose of evaluating tenured, ELI/OLS Lead, and temporary full-time faculty for: (1) Enhancing professional growth and performance; (2) Maintaining satisfactory job performance; and (3) Providing evaluative material for consideration during promotional processes.

25.2. Specific Objectives of Evaluation

25.2.1. To recognize those individuals who exceed performance expectations.

25.2.2. To recognize individuals who are meeting performance expectations.

25.2.3. To identify individuals whose performance does not meet performance expectations.

25.2.4. To help faculty who need or desire assistance with aspects of their job.

25.2.5. To provide an adequate and sound basis for personnel actions.

25.2.6. To provide an evaluation for promotion to rank.

25.3. Areas of Faculty Evaluation

All tenured, ELI/OLS Lead, and temporary full-time faculty will be evaluated based on the expectations and criteria described in Appendix B. If applying for promotion, tenured or ELI/OLS Lead Faculty should demonstrate a willingness to take on new responsibilities associated with the new rank.

25.4. Promotion to Rank

Tenured and ELI/OLS Lead faculty may be promoted in rank according to the eligibility, criteria and decision-making process below. Applications for promotion to rank may be submitted during the third (3rd) year in rank and will be processed during the year submitted. If awarded, promotion will take effect the following Academic Year.

25.4.1. Eligibility for promotion to rank is described in Section 11.3.1

25.4.2. Tenured Faculty Promotion Review Committee

A. The Tenured Faculty Promotion Review Committee will consist of six (6) elected faculty members and the Provost or designee. Terms will last three (3) years and will be staggered to ensure the accumulation and preservation of working knowledge.

B. Elections will be held annually and all full-time faculty are eligible to vote. The Association will seek nominations from each Division. For the purposes of these elections Counseling faculty will be included on the ballot for Connected Learning. The ballot will list six (6) races, one for each of these groups. The candidate with the highest number of votes within their group election will represent that division.

C. In the event that there are no nominated candidates in a group election, preference will be given to the unelected candidate with the highest vote total (of any group) who balances representation of faculty ranks. The goal for balanced representation of rank is secondary to the goal of electing one (1) faculty member from each group as described above. When possible, the committee will have two (2) Associate Professors, two (2) Senior Associate Professors, and two (2) Full Professors.

D. If there are group election(s) without any nominees, then the open seat(s) will be filled by the candidate(s) receiving the highest number of votes who balance the representation of rank. Full Professors will be filled first, then Senior Associate Professors, and then Associate Professors. In the event of a tie at any point, consideration will be given to balancing the representation of

rank. Group elections will be declared first, before applying the tie-breaker to uncontested elections. If a tie still exists after consideration has been given for balancing the representation of rank, then the result will be determined by the toss of a coin by the Association President in the presence of both candidates and the College President (or designee). If a three-way tie exists, then all three candidates flip coins. The unmatched heads or tails wins. Coin flips continue until a winner arises. If more than three (3) candidates are tied, then a separate run-off election will be held between the tied candidates to determine a winner.

25.5. Promotion and Review Process

25.5.1. Student Evaluations. Faculty members are responsible for facilitating evaluations for each class.

25.5.2. Third Year Evaluation. Faculty evaluations will occur every third (3rd) year. Faculty who have completed a promotional process will have their next tenured evaluation in the third (3rd) year following the promotional process. During Fall Quarter, the Dean or Associate Dean will notify faculty whose evaluation will take place during the Spring Quarter.

25.5.3. Procedure and Timeline for Evaluation and Promotion.

A. By the tenth (10th) day of the Spring Quarter all faculty who are scheduled for an evaluation, and those seeking promotion, will submit the following materials to the dean:

1. A reflective narrative self-evaluation that addresses the expectations and criteria described in Appendix B for their existing rank, and their demonstrated willingness to assume responsibilities associated with a new rank, if applying for promotion;

2. A current curriculum vitae;

3. A qualitative and quantitative analysis of student evaluation data. At their option, faculty members may choose to exclude one (1) class per year from the student evaluations they analyze and submit;

4. A three (3) year plan that outlines their professional goals, including anticipated plans for professional development, for the next review cycle; and

5. A form stating the faculty member's intent to apply or not to apply for promotion. Faculty who do not wish to pursue promotion still need to complete the requirements for evaluation.

B. The Dean (or designee) will solicit peer reviews of the faculty member from all Division faculty using a form upon which the parties have mutually agreed. The evaluee may solicit reviews from faculty outside the Division. Responses should generally be obtained from at least six (6) faculty peers.

C. The Dean or Associate Dean will prepare a written evaluation of the faculty member using a form upon which the parties have mutually agreed. The form will provide an opportunity for the evaluee to respond to the evaluation.

D. Once the evaluation is completed the Dean will release all submitted materials and the evaluation to the Tenured Faculty Promotional Review Committee. Materials will not be submitted if a faculty has indicated their intent not to apply for promotion. In the event a faculty member indicates that they are not applying for promotion, or if they are rated as "unsatisfactory" or "does not meet expectations" during their Tenured or ELI/OLS Lead Faculty Evaluation, the application will not be forwarded to the Committee.

E. Deans will complete and forward the evaluations to the Committee no later than seven (7) days after the last day of Summer Quarter.

F. The Committee will meet, deliberate, and send their recommendations to the President by fifthieth (50th) instructional day of the Spring Quarter for all applications received by the twenty-first (21st) day of Spring Quarter. The Committee will deliberate again after they have received those applications submitted by deans no later than the seventh (7th) day after the last day of Summer Quarter. The Committee will have the option to meet and deliberate in person. The College will provide a payment of $500 per committee member for deliberations during summer.

G. The Committee will forward their recommendations to the President at least seven (7) days prior to Opening Day. The President will make a decision and notify applicants in time to adjust faculty contracts for the academic year. Assumption of additional job duties associated with promotion and pay rate will be effective Fall Quarter. Decisions of the President will be considered final, but if an application is rejected, a performance-based rationale will be provided in writing to the employee and the Tenured Faculty Promotion Review Committee. Payments may be delayed until the second (2nd) pay period of Fall Quarter as a result of the processing and review of the promotion application materials. Once processing and review are completed, the payments will be retroactive to the beginning of the first (1st) pay period of the Fall Quarter. The President may elect to cap the number of individuals achieving the rank of Full Professor to fifty percent (50%) of tenured faculty.

25.6. Records Disposition

The faculty member will be provided with a copy of the dean's evaluation. The dean's evaluation and the faculty member's self-evaluation will be placed in the faculty member's personnel file.

25.7. Procedures for an Unsatisfactory Evaluation

25.7.1. An evaluation committee shall be established for an evaluee whose overall evaluation is "does not meet expectations." The evaluation committee shall consist of the dean (or associate dean), one (1) full-time faculty member selected by the evaluee and one (1) full-time faculty member appointed by the dean from a list of associate professors or higher ranked faculty nominated by associate professors or higher ranked faculty in the Division. Such appointments shall last for the duration of the performance improvement process with the evaluee for whom the committee was formed. The evaluation committee shall select its own chair.

25.7.2. Within three (3) weeks of completion of an evaluation resulting in a "does not meet expectations" overall rating, the faculty member will create, in collaboration with the committee, a Professional Development Plan, which will be submitted to the Provost or designee for approval.

25.7.3. Required elements of the Professional Development Plan will include: (a) the areas in which the faculty member is not meeting expectations; (b) clear descriptions of expected performance in those areas; (c) the resources and support that will be provided to assist the faculty member in meeting those expectations; (d) a timeline for plan duration; and (e) information related to follow-up reviews, including the dates of planned reviews, as described below. Except in unusual circumstances, the duration of a Professional Development Plan should be one (1) Academic Year.

25.7.4. Faculty who are working under a Professional Development Plan will meet with the committee at least quarterly, and will be evaluated by the committee no later than the fourth (4th) quarter following approval of the plan. The follow-up reviews and evaluation will focus on the goals and remedies outlined in the plan; the chair of the evaluation committee will be responsible for taking notes of the follow-up reviews. Within five (5) business days of the evaluation meeting, the faculty member may choose to submit a written response to be included with the evaluation documentation.

25.7.5. The follow-up reviews and evaluation will not change the timing of the faculty member's next full post-tenure review.

25.7.6. If the evaluee is still rated in the overall performance category as "does not meet expectations" in the follow-up reviews and evaluation, the dean shall forward a

copy of all evaluation documentation to the Provost or designee. Based upon the documentation and the recommendation of the dean, the Provost or designee may require an additional Professional Development Plan, or may recommend a disciplinary action, up to and including dismissal, to the College President. Dismissal of a tenured or temporary full-time faculty member is governed by the provisions of Article 28.

25.8. Evaluation Grievance Procedure

25.8.1. Grievances regarding evaluation shall be limited to arbitrary, capricious, or discriminatory actions on the part of the dean.

25.8.2. The evaluee may file a written grievance with the Provost or designee. The Provost or designee shall hold a meeting to hear the grievance within five (5) working days of the filing. A written response shall be given to the grievant within three (3) working days of the meeting.

25.8.3. If the grievant is not satisfied with the disposition of their grievance by the Provost or designee, the grievance may be referred to the College President within five (5) working days. The College President shall arrange for a meeting with the grievant and/or the Association, to take place within ten (10) working days of their receipt of the appeal. The grievant(s) shall have the right to include in the presentation witnesses or representatives as they deem necessary to develop facts pertinent to the grievance. Upon the conclusion of the meeting, the College President shall have ten (10) working days to provide their written decision, together with reasons for said decision, to the grievant and the Association. This shall be the final step.

ARTICLE 26 - Adjunct Faculty Review and Evaluation

26.1. Purpose

Adjunct evaluation and promotion is intended to: (1) enhance the quality of instruction and educational services provided by teaching faculty members, counselors and librarians through ongoing mentoring, feedback and continuous improvement; (2) acknowledge quality instruction and continuous improvement; and (3) support and retain a diverse adjunct faculty.

26.2. Scope

This Article governs the performance review, evaluation and promotion processes applicable to adjunct faculty members teaching in credit programs. Faculty members teaching in non-credit programs will be reviewed as determined by the Continuing Education Program. Changes in the Continuing Education review process will be made in consultation with the Labor-Management Committee.

26.3. Areas of Adjunct Faculty Performance Review and Evaluation

Adjunct faculty performance review shall consist of a review of assigned responsibilities in accordance with Appendix B, as appropriate. Evaluation will be based on these responsibilities and, in the case of faculty at the Associate Adjunct Professor and Senior Adjunct Professor ranks, those additional responsibilities described in Section 14.3.

26.4. Process and Procedures for Performance Reviews

26.4.1. Assistant Adjunct faculty will receive mentoring and informal feedback regarding performance from the appropriate program chair or designee during the first eight (8) quarters of employment.

26.4.2. Assistant Adjunct faculty member performance reviews will be conducted during the second (2nd) quarter and fifth (5th) quarter of employment (excluding Summer Quarter). Performance review reports will be completed and shared with the faculty member no later than the subsequent quarter.

26.4.3. The adjunct faculty performance review process will be supervised by the appropriate dean. The dean may, in collaboration with the program chair, designate responsibility for the performance review to the program chair or director, other faculty members in the program, or if necessary, faculty from outside the program. Reviews may be conducted by full-time faculty or Senior Adjunct Professors.

26.4.4. The decision not to offer a subsequent assignment to an adjunct faculty member because of deficiencies outlined in the performance review process is the sole decision of the dean and/or appropriate vice president. Completion of performance reviews or the failure to complete performance reviews does not provide any promise or expectation of continued employment beyond the adjunct faculty member's most recent faculty appointment.

26.4.5. Each adjunct faculty member's performance review will include, at minimum, a self-evaluation, student evaluations, review of course syllabi and a classroom observation. The dean may request that program specific issues be incorporated into self-evaluations or classroom observations. Faculty members are responsible for facilitating evaluations for each class. At their option, adjunct faculty members who teach at least nine (9) courses may choose to exclude one (1) course from the evaluations used in the review.

26.4.6. An adjunct faculty member may elect to supplement the above with class assignments and/or assessments; documentation from a Small Group Instructional Diagnosis; and/or a written review of their classroom teaching from a College colleague of their choice.

26.4.7. Data obtained will be compiled into a written summary report on a mutually approved form. The summary report will be provided to the faculty member, who will be afforded the opportunity to review the report and respond to it. The final report, and any response to it, will be forwarded to the dean. The performance review will result in one of the following ratings:

A. The adjunct faculty member exceeds performance expectations.

B. The adjunct faculty member meets performance expectations.

C. The adjunct faculty member does not meet performance expectations.

26.4.8. Assistant Adjunct Faculty Reviews. Senior Adjunct Professors may, at their option, perform adjunct faculty reviews for faculty members eligible for their reviews. These reviewers will be compensated as provided in Section 18.4.6.

26.5. Process and Procedures for Adjunct Faculty Evaluations and Promotions

26.5.1. Adjunct faculty member initial evaluation will be conducted following the eighth (8th) quarter of employment (excluding Summer Quarter), and every three (3) years subsequently. The adjunct faculty evaluation processes will be supervised by the appropriate dean. The dean may, in collaboration with the program chair (if any), designate responsibility for the evaluation preparation process to the program chair or director, other tenured faculty members in the program, or if necessary, tenured faculty from outside the program.

26.5.2. The decision not to offer a subsequent assignment to an adjunct faculty member because of deficiencies outlined in the initial or subsequent evaluation process is the sole decision of the dean and/or appropriate vice president. Completion of evaluations does not provide any promise or expectation of continued employment beyond the adjunct faculty member's most recent faculty appointment.

26.5.3. Each adjunct faculty member's performance evaluations will include, at minimum, a self-evaluation, student evaluations, review of course syllabi and a classroom observation. The dean may request that program-specific issues be incorporated into self-evaluations or classroom observations. Faculty members are responsible for facilitating evaluations for each class. At their option, adjunct faculty members who teach at least nine (9) courses may choose to exclude one (1) course from the course evaluationsused in the performance evaluation.

26.5.4. The self-evaluation form will include an opportunity for the faculty member to state their intent to apply or not to apply for promotion. Faculty who do not wish to pursue promotion still need to complete the requirements for the evaluation. Faculty who intend to apply for promotion must also include documentation of at least thirty (30) hours of professional development during the past eight (8)

quarters on their self-evaluation in the case of the initial evaluation; or forty-five (45) hours during the previous three years in the case of a subsequent evaluation where they intend to apply for promotion.

26.5.5. An adjunct faculty member may elect to supplement the above requirements with class assignments and/or assessments; documentation from a Small Group Instructional Diagnosis; governance experience; and/or a written review of their classroom teaching from a College colleague of their choice.

26.5.6. Data obtained will be compiled into an evaluation report on a mutually approved form. This report will be provided to the faculty member, who will be afforded the opportunity to review the report and respond to it. The final report, and any response to it, will be forwarded to the dean.

26.5.7. The dean will complete the initial evaluation of the adjunct faculty member no later than the last day of the faculty member's ninth (9th) quarter. Subsequent evaluations will be completed every three years, no later than the last day of the quarter in which they were initiated. The evaluation, along with the final report described above, will be provided to the faculty member, shared with the program chair or program director and placed on file in the Human Resources Office. The evaluation will result in one of the following ratings:

A. The adjunct faculty member exceeds performance expectations.

B. The adjunct faculty member meets performance expectations.

C. The adjunct faculty member does not meet performance expectations.

26.5.8. Upon receipt of a meets or exceeds expectations rating on their initial evaluation, the faculty members who indicated their intent to apply for promotion will be awarded the rank of Associate Adjunct Professor, effective in their tenth (10th) quarter of employment. Upon receipt of a meets or exceeds expectations rating on a subsequent evaluation faculty members who indicated their intent to apply for promotion will be awarded the rank of Senior Adjunct Professor, effective the following quarter. After promotion to Senior Adjunct Professor, faculty will continue to be evaluated every three (3) years.

26.5.9. Performance Improvement Plan. In the event a faculty member received a does not meet expectations rating on a performance review or evaluation and is still awarded courses, the adjunct faculty member must be offered a performance improvement process, including an opportunity for subsequent re-evaluation on a timeline identified in the performance improvement plan.

26.5.10. Performance Review, Evaluation and Promotion Forms. All adjunct faculty reviews and evaluations will be completed on mutually agreed upon forms. During the 2021-22 academic year, the College and the Association will

collaborate on updates to the adjunct faculty performance review and evaluation forms. Subsequently, these forms will be reviewed periodically for continued currency.

ARTICLE 27 - Discipline

27.1. Just Cause

No faculty member shall be disciplined during the term of his or her appointment without just cause.

27.2. Progressive Discipline

The College shall employ progressive discipline, including but not limited to the following steps: verbal warning, written warning, suspension without pay, and discharge. The College shall tailor discipline to respond to the nature and severity of the offense, and will not be required to apply progressive discipline where the College reasonably believes that the severity of the alleged offense calls for immediate discharge or imposing discipline at an advanced step.

27.3. Disciplinary Investigations

27.3.1. Faculty members have an obligation to cooperate with investigations conducted by the College.

27.3.2. Faculty members are entitled, at their option, to have Association representation during any investigatory interview conducted by the College that the faculty member reasonably believes may result in discipline of the faculty member. In the event that an Association representative is not available for a scheduled investigatory interview, the faculty member will be permitted a reasonable delay to arrange for attendance by an Association representative. During any investigatory interview, a participating Association representative will be given the opportunity to ask questions, offer additional information and counsel the faculty member. All investigatory interviews shall be conducted in private.

27.3.3. The College may place a faculty member on paid administrative leave during a disciplinary investigation. Faculty members on paid administrative leave are expected to remain available during normal working hours. Paid administrative leave is not discipline and is not subject to the grievance procedure.

27.4. Pre-Disciplinary Procedure

27.4.1. Notice of Intent to Discipline. If the College intends to impose discipline that involves a loss of pay or termination of employment, the College shall inform the faculty member of the proposed discipline in writing. The written notice shall describe the event or conduct with sufficient particularity to permit the faculty member to understand the reason for the proposed discipline.

27.4.2. Pre-Disciplinary Meeting. The College will schedule a pre-disciplinary meeting to permit the faculty member to respond to a notice of intent to discipline. At the beginning of any pre-disciplinary meeting, the College will describe its proposed discipline and the general reasons for issuing the proposed discipline.

27.4.3. Disciplinary Decision. No later than fourteen (14) calendar days after the close of the pre-disciplinary meeting, the College shall inform the faculty member of its disciplinary decision in writing.

27.5. Right to Grieve Disciplinary Actions

The Association has the right to grieve any disciplinary action taken against a faculty member that exceeds the level of a verbal warning; provided that the discharge of a probationary, temporary or tenured faculty member during the term of their appointment is governed by Article 28 and is not subject to the grievance procedure.

ARTICLE 28 - Dismissal

28.1. Faculty Categories Covered

Dismissal of tenured faculty and the dismissal of probationary or temporary faculty during the term of their appointments shall be governed by the remaining subsections of this Article. It is agreed that this Article provides a means for resolving disputes regarding terminations and that such disputes and the procedures for resolving such disputes shall not be subject to the grievance procedure of this Agreement.

28.2. Sufficient Cause for Dismissal of a Faculty Member

A tenured faculty member shall not be dismissed from her/his appointment except for sufficient cause, nor shall a faculty member who holds a probationary or temporary appointment be dismissed prior to the written terms of the appointment except for sufficient cause.

28.3. Preliminary Proceedings Concerning the Fitness of a Faculty Member

When reason arises to question the fitness of a faculty member whose appointment has not expired, the immediate administrator shall discuss the matter with her/him in personal conference. The matter may be terminated by mutual consent at this point. If an adjustment does not result within ten (10) days after having been so informed, the faculty member and a representative of her/his own choosing will be afforded an opportunity to meet with the College President or her/his designee and the immediate administrator. At this preliminary meeting, which shall be deemed an informal settlement negotiation for purposes of RCW 34.05, an adjustment may be mutually agreed upon. If the matter is not settled or adjusted to the satisfaction of the College President, the College President shall recommend that the faculty member be dismissed.

28.4. Formal Procedures Relating to Dismissal of a Faculty Member

28.4.1. Notice. After the College President determines that dismissal proceedings should be initiated, the College President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected faculty member, and provide copies to the Dismissal Review Committee and the Association. The notice shall include:

A. A reference to the particular rules of the College that are involved;

B. A short and plain statement of the matters asserted;

C. A statement describing the faculty member's right to request a hearing;

D. A statement of legal authority and jurisdiction under which the hearing may be held.

28.4.2. The affected faculty member shall have twenty (20) days from service of the notice of dismissal to make a written request for a hearing. If the faculty member fails to serve the College President with a written request for a hearing within the twenty (20) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of a faculty member not to request a hearing shall be communicated by the College President in writing to the Dismissal Review Committee, the Association, and Board of Trustees. A timely written request for a hearing within the above twenty (20) day period is deemed jurisdictional.

28.4.3. Procedural Rights of Affected Faculty Members. An affected faculty member who has requested a hearing shall be entitled to one (1) formal, contested case hearing pursuant to the Administrative Procedure Act, RCW 34.05, and shall have the following procedural rights:

A. A minimum of ten (10) days' written notice of the time, date, and location of the hearing.

B. The right to confront and cross-examine adverse witnesses, provided that, when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the witness reduced to writing shall be disclosed to the faculty member at least ten (10) days prior to the hearing on the matter towards which the testimony of the witness is considered material.

C. The right to be free from compulsion to divulge information which the faculty member could not be compelled to divulge in a court of law.

D. The right to be heard in her/his own defense and to present witnesses, testimony, and evidence on all issues involved.

E. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to RCW 34.05.

F. The right to be represented by counsel of her/his choosing at her/his expense who may appear and act on her/his behalf at the hearings.

G. The right to have witnesses sworn and testify under oath.

28.4.4. Conduct of Formal Hearing

A. Appointment of Hearing Officer. Upon receipt of a request for a hearing from an affected faculty member, the College President shall notify the Board of Trustees and request that the Board appoint an impartial and neutral hearing officer. The hearing officer shall be a member in good standing of the Washington State Bar Association and shall not be an employee of the State of Washington or any of its political subdivisions. The Association shall be consulted prior to the appointment of the hearing officer.

B. Responsibilities of Hearing Officer. It shall be the role of the impartial and neutral hearing officer to conduct the hearing in accordance with RCW 34.05 and this Agreement. The duties of the hearing officer include:

1. Administering oaths and affirmations, examining witnesses, and receiving evidence, and no person shall be compelled to divulge information which they could not be compelled to divulge in a court of law;

2. Issuing subpoenas;

3. Taking or causing depositions to be taken;

4. Regulating the course of the hearing;

5. Holding conferences for the settlement or simplification of the issues by consent of the parties;

6. Disposing of procedural requests or similar matters;

7. Making all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearings;

8. Making arrangements to record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer;

9. Assisting the Dismissal Review Committee in the conduct of its responsibilities;

10. Allowing the Dismissal Review Committee to hear testimony from all interested parties, including but not limited to faculty members and students, and reviewing any evidence offered by same;

11. Preparing their proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing, the written recommendation of the hearing officer will be presented to the College President, the Dismissal Review Committee, the affected faculty member, the Association, and the Board of Trustees;

12. Being responsible for preparing and assembling a record for review by the Board of Trustees which shall include: (a) All pleadings, motions, and rulings; (b) All evidence received or considered; (c) A statement of any matters officially noticed; (d) All questions and offers of proof, objections and rulings thereon; (e) Their proposed findings, conclusions of law, and a recommended decision; (f) A copy of the recommendations of the Dismissal Review Committee;

13. Assuring that a transcription of the hearing is made and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs;

14. Deciding, with advice from the Dismissal Review Committee and input from the parties, whether the hearing shall be open or closed or whether particular persons shall be permitted or excluded from attendance.

C. Responsibilities of Dismissal Review Committee. The responsibilities of the Committee shall be:

1. To receive guidance from the hearing officer regarding the conduct of its responsibilities;

2. To review the case of the proposed dismissal;

3. To attend the hearing and, at the discretion of the hearing officer, call and/or examine any witnesses;

4. To hear testimony from all interested parties, including but not limited to, other faculty members and students and review any evidence offered by same;

5. To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than twenty-five (25) days after the conclusion of the formal hearing, the written recommendations of the Committee will be presented to the hearing

officer, the affected faculty member, the College President, and the Association.

28.4.5. Final Decision by the Board of Trustees. The case shall be reviewed by the Board of Trustees as follows:

A. Board review shall be based on the record of the hearing and on any record made before the Board of Trustees.

B. The Board may permit an opportunity for oral or written argument or both by the parties or their representatives.

C. The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the hearing officer. The Dismissal Review Committee's recommendations and the findings, conclusions, and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall, within a reasonable time following the conclusion of its review, notify the charged faculty member in writing of its final decision and, if applicable, the effective date of dismissal.

28.4.6. Effective Date of Dismissals. The effective date of a dismissal for sufficient cause shall be such date subsequent to notification of the Board's final written decision as determined at the discretion of the Board of Trustees.

28.4.7. Appeal from Final Decision. Pursuant to RCW 34.05 as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of that decision. The filing of an appeal shall not stay enforcement of the decision of the Board.

28.5. Suspension

Suspension by the College President during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected faculty member or others is threatened by her or his continuance. Any such suspension shall be with pay.

28.6. Publicity

Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the faculty member, the Dismissal Review Committee, administrative officers, or the Board of Trustees until all administrative proceedings and appeals have been completed.

28.7. Composition of Dismissal Review Committee

The Dismissal Review Committee shall be established no later than October 15th of any Academic Year. The members shall include one (1) administrator chosen by the College President, one (1) full-time student chosen by the Student Association in such manner as the members thereof shall determine, and three (3) promoted full time faculty members representing the faculty who shall be elected by a majority of the full-time faculty acting as a body. These election(s) shall be conducted by the President of the Association. The faculty members on the initial Dismissal Committee shall serve a one (1)-year, two (2)-year and three (3)-year term respectively. Subsequent elections will be for three (3) year terms so that the committee members shall have staggered terms. In no case shall a member of the committee sit in judgment of their own case, or the case of their spouse. In the event there is a vacancy on the Committee, a replacement shall be selected within fifteen (15) days of the vacancy in the manner outlined above.

28.8. Time Limits

The term "days" as used in this Article refers to calendar days. In computing any time prescribed or allowed, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, a Sunday, nor a legal holiday.

28.9. Special Provision

Upon written mutual consent between the affected faculty member and the Board of Trustees, appeal rights outlined in this Article may be waived in favor of final and binding arbitration.

ARTICLE 29 - Reduction-in-force

29.1. Objective

The objective of the reduction-in-force policy and procedure is to provide an orderly method by which the number of faculty can be reduced under the circumstances defined below. At the same time, the method of reduction shall result in the retention of those faculty members and faculty positions regarded by the Board of Trustees as comprising the work force mix that will best accomplish the goals and objectives of the College.

29.2. Definition

Reduction-in-force shall mean either of the following:

29.2.1. Elimination or reduction of financing, or elimination or reduction of program.

29.2.2. State Board for Community & Technical College declaration of financial emergency pursuant to RCW 28B.50.873 under the following conditions:

A. Reduction of allotments by the Governor pursuant to RCW 43.88.110(2); or

B. Reduction by the Legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

29.3. Reduction-in-Force Units and Procedure for Assignment

29.3.1. Reduction-in-Force ("RIF") Units are listed in Appendix F.

29.3.2. Each full-time faculty member holding a probationary or tenured faculty appointment shall automatically qualify for assignment to any RIF unit identified in their initial offer of employment letter (not to exceed two (2) units). Should the department/discipline(s) into which the faculty member was initially hired change due to a change of program configuration, the faculty member's RIF unit status will reflect the change as well.

29.3.3. The College shall provide the opportunity for each faculty member to claim rights to one (1) additional RIF unit in October of any year based upon the following criteria:

A. The faculty member has taught a significant number of courses in the additional RIF unit at the College within the last five (5) Academic Years; or

B. The faculty member meets the minimum educational qualifications and any additional professional qualifications in the discipline, and has demonstrated that they have retained currency in the field through other teaching, work or professional development activities.

29.3.4. <u>Procedure for Requesting Inclusion in a RIF Unit</u>

A. The faculty member shall make a written request for inclusion in an additional RIF unit to the Vice President of Human Resources no later than the end of October.

B. The request will be forwarded to the dean and the program chair, who shall review the faculty member's qualification to be included in the requested RIF unit. The dean and program chair will share their recommendation with the faculty member and the Provost or designee. The Provost or designee will inform the faculty member, in writing, of the decision by the end of November of the same year.

C. In case of a denial of a request, the faculty member has fifteen (15) working days from the date of receipt of the written denial notice to appeal the decision using the process described in Section 29.3.7 below.

D. Denial of application does not bar a faculty member from applying to the same unit in subsequent years.

29.3.5. Maintaining Currency

A. All faculty members included in an additional RIF unit shall resubmit a request to remain in that RIF unit on a three (3)-year cycle.

B. The Human Resources Office shall inform all faculty, in writing, prior to October 1st of each year in which they are due to resubmit a request.

29.3.6. RIF unit lists shall be developed annually by the Human Resources Office. Each faculty member shall be ranked in the appropriate RIF unit(s) in accordance with the seniority procedures defined herein. These lists shall be published and/or posted on or before December 10th of each year.

29.3.7. In the event of a dispute regarding inclusion or exclusion within a RIF unit, the Association President and Provost shall jointly appoint an ad hoc committee with equal representation from faculty and administration to review the case and make a final ruling. If resolution cannot be reached by the committee, disputes regarding RIF unit assignment(s) shall be submitted to expedited arbitration utilizing the American Arbitration Association.

29.4. Order of Reduction

If a reduction is determined to be necessary within a RIF unit, the order of reduction shall be based on seniority; provided that temporary faculty performing assignments associated with the RIF unit shall be released prior to implementing a reduction-in-force affecting probationary or tenured faculty in that unit.

29.5. Seniority

29.5.1. Definition.

Seniority shall be based on the number of years of employment beginning with the date of the first (1st) full-time faculty contract for the most recent period of continuous full-time service at the College. Seniority date shall not be reduced by and shall include leaves of absence, sabbatical, and time spent on lay-off.

The person with the longest length of service shall be the most senior. Ties shall be broken by considering the following, (when data is available at time of reduction) in order:

A. Number of years of any faculty employment at the College.

B. Date of application for employment for faculty member's tenure track position.

C. First date of a written offer of full-time faculty employment extended by the College.

29.5.2. Faculty/Administrative Appointment. Seniority for a faculty member who has assumed an administrative role shall be determined by the procedure set forth above as long as the faculty member, as part of their regular contract, continues to function as a faculty member at no less than two-ninths ($2/9^{ths}$) regular faculty load for their Division. In the case of a faculty member who moves to an administrative position without continuing a two-ninths ($2/9^{ths}$) faculty assignment as part of their regular contract, seniority shall remain at the same level as when the faculty member moved to an administrative post. If the same member returns from administration to full-time faculty assignment or assumes a two-ninths ($2/9^{ths}$) or more faculty load as part of their regular contract, seniority shall continue from the seniority level the member had reached when they moved to an administrative post.

29.6. Implementation of Reduction-in-Force

29.6.1. Preliminary Proceedings Concerning Reduction-in-Force. If it is determined by the College President or Board of Trustees that the College needs to initiate a reduction-in-force as defined above, the process shall include:

A. Within five (5) working days of the declaration of emergency or decision to reduce or eliminate a program, the College will provide written notice to the Association President explaining the rationale for the reduction-in-force.

B. The Association President will meet with the College President to discuss which departments and programs might be affected, with consideration given to reducing impact on student access to and completion of certificate and degree programs.

C. The College President shall then select the affected faculty member(s) to be reduced and notify the Association and the faculty member(s) to be reduced with a written rationale for the reduction that shall include the grounds for reduction-in-force as delineated in Section 29.2 above, and the basis for selection of the affected faculty member. The College President will then meet with each faculty member and their personal representative, which is an informal proceeding for the purpose of RCW 34.05, to discuss the proposed reduction-in-force. The matter may at such time be resolved by the use of alternatives, such as reassignment, leave of absence, retirement, resignation, retraining, etc.

D. The Association shall be notified in writing at least five (5) working days prior to all meetings held pursuant to this section.

29.6.2. Formal Procedures Relating to Reduction-in-Force of a Faculty Member. The formal procedure relating to dismissal of faculty members (Article 28, Section 28.4) shall be followed except as modified below:

A. "Dismissal" shall be replaced by "Reduction-in-Force."

B. The statement required by Section 28.4.1 shall include the grounds for reduction-in-force and the basis for selection of the affected faculty member. In addition, the statement shall clearly indicate the separation is not due to the job performance of the faculty member and hence is without prejudice to such faculty member. The notice must also indicate the effective date of separation from service.

C. In the case of a reduction-in-force for financial emergency reasons set forth in Section 29.2 above:

D. At the time of a faculty member or members' request for formal hearing, the faculty member or members may ask for participation in the choosing of the hearing officer required pursuant to Section 28.4.1.A in the manner provided in RCW 28A.405.310(4); provided, that where there is more than one (1) faculty member affected by the Board of Trustees' reduction-in-force, the faculty members requesting hearing must act collectively in making a request; and provided further, that costs incurred for the services and expenses of such hearing officer shall be shared equally by the College and the faculty member(s) requesting hearing.

E. The responsibilities of the hearing officer pursuant to Section 28.4.4.B.11 shall be completed within ten (10) days.

F. The responsibilities of the Dismissal Review Committee pursuant to Section 28.4.4.C.5 shall be completed within seven (7) days.

G. The hearing officer shall consolidate individual reduction-in-force hearings into a single hearing. Only one (1) such hearing for the affected faculty members(s) shall be held and such consolidated hearing shall be concluded within the time frame set forth herein.

H. The formal hearing shall be concluded by the hearing officer within sixty (60) days after written notice of the reduction-in-force has been issued to the affected faculty member. The only issue to be determined shall be whether the particular faculty member or members advised of layoff are the proper ones to be terminated.

I. Failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual

employment contract. Separation from service after formal hearing shall become effective upon final action by the Board of Trustees.

29.7. Recall Rights

Faculty members who have been separated from service as a result of this reduction-in-force procedure shall have the right to be recalled consistent with the provisions specified below.

29.7.1. Recall list(s) shall be created and maintained by the College for each affected RIF unit. The names of each affected faculty member shall be placed on the appropriate RIF unit list(s) according to seniority.

29.7.2. Recall shall be in reverse order of reduction-in-force by RIF unit(s) to a faculty position, either newly created or a vacant full-time position.

29.7.3. The right of recall shall extend three (3) calendar years from the effective date of reduction-in-force.

29.7.4. Each faculty member on recall shall keep the College Human Resources Office informed of any change in address.

29.7.5. New hires shall not be employed to fill full-time faculty vacancies unless there are no qualified faculty members on the applicable RIF unit recall list(s) to accept the vacancies.

29.7.6. A faculty member on recall shall have fifteen (15) working days to respond following actual receipt of written notice of an offer of recall to a full-time position. If the individual fails to respond, their recall rights shall be waived.

29.7.7. A faculty member on recall who obtains additional certification, qualifications, or retraining while on a recall list(s) shall be entitled to update their records with the Human Resources Office. An individual on recall may change their designation of RIF unit(s) during the first (1st) week in October of each year by meeting the qualifications in Section 29.3.3 above. Any such change in designation will be applicable to the recall rights described in Sections 29.7.2 and 29.7.8.

29.7.8. A faculty member on recall shall have the first right of refusal to any adjunct assignments in their reduction-in-force unit(s); provided, failure to accept such assignment shall not alter recall rights to full-time vacancies otherwise established; and further provided nothing herein shall require the College to consolidate part-time positions into a full-time position. In the instances where a full-time faculty member is on recall status the number of adjunct assignments, if any, made in the applicable RIF unit shall not be increased over the number in existence at the time of reduction-in-force by more than the equivalent of one-half (1/2) of a full-time load.

29.7.9. Upon recall a faculty member shall retain all benefits such as Personal Leave, tenure, retirement and seniority which had been accrued to the date of reduction-in-force.

29.7.10. The College shall notify the Association in writing, of all employment offers made to faculty on recall and the final outcome of such offers.

29.8. Special Provisions

29.8.1. Upon the request of a faculty member laid off for reasons of this Article, the College President shall write a letter to other institutions of the Northwest stating: (1) the reasons for said layoff, (2) the qualifications of the affected faculty member, and (3) any other pertinent information which may be of assistance in securing another employment position.

29.8.2. Excluding RIF unit assignment pursuant to Section 29.3 of this Article and seniority calculations pursuant to Section 29.5 of this Article, no application of the terms or procedures of this Article shall be subject to the grievance procedure of this Agreement.

29.8.3. Upon written mutual consent between the faculty member and the Board of Trustees, appeal rights outlined in Section 29.6.2 may be waived in favor of final and binding arbitration.

29.8.4. Nothing herein shall be construed to affect the decision and right of the Appointing Authority not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.

29.9. Notice

Excluding applications of Section 29.2.2 above, tenured faculty laid off will be given a minimum of sixty (60) calendar days' notice.

ARTICLE 30 - Grievance Procedure

The College and Association recognize that early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of faculty grievances, or Association grievances, as provided below. In presenting a grievance, the aggrieved, their representative(s) and witnesses are assured freedom from restraint, interference, coercion, discrimination, or reprisal.

30.1. Definitions

30.1.1. A "grievant" shall mean a faculty member or group of faculty members or the Association.

30.1.2. A “grievance” shall mean the alleged violation, misinterpretation, or misapplication of the terms and provisions of this Agreement.

30.1.3. “Days” as used in this Article shall mean business days (Monday - Friday excluding holidays and breaks between quarters).

30.2. Time Limits.

30.2.1. Time limits within the grievance procedure may be waived or extended by the mutual agreement of the parties. If the grievant fails to act or respond within the specified time limits, the grievance will be considered waived. If the College fails to respond within the specified time limits, the grievance will proceed to the next step of the grievance procedure.

30.2.2. The day after the event, act or omission will be the first (1st) day of a timeline under this Article. In the event a time limit under this Article ends on a weekend, holiday, or break between quarters, the deadline will automatically be extended to the following business day (following a break between quarters, if relevant).

30.2.3. Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day called for under an applicable time limit.

30.3. Submission of Grievances and Responses.

All grievances and demands for arbitration must be submitted to the College’s Vice President of Human Resources or designee by electronic mail, hard copy and/or fax. The Vice President of Human Resources will be responsible for distributing the grievance/demand to the appropriate College representative for response. All College responses will be submitted to the President of the Association by electronic mail, hard copy and/or fax.

30.4. Rights To Representation

Upon request of the grievant(s), an Association representative shall be present for any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented.

30.5. Individual Rights

Nothing contained herein shall be construed as limiting the right of any faculty member having a grievance to have the problem adjusted without the intervention of the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure and to be notified in writing as to the disposition of the matter. Only the Association, on its own behalf or on behalf of one or more faculty members, may pursue a grievance to Step Three (arbitration).

30.6. Procedure

30.6.1. Informal Resolution. Faculty members are encouraged to attempt to resolve issues through informal discussion with their dean prior to the filing of a grievance.

30.6.2. Step One. Regardless of the status of any informal discussions, within thirty (30) days of the date that the grievant or the Association knew or reasonably should have known of the act or condition which is the basis of the grievance, the grievant shall submit the grievance in writing. The written grievance will include the facts giving rise to the grievance, the faculty members affected by the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought. The Vice President of Human Resources shall arrange for a Step One meeting between the grievant and/or the Association and the Vice President and/or designee, to take place within ten (10) days of the College's receipt of the grievance. Upon conclusion of the meeting, the Vice President or designee will have ten (10) days to provide the grievant and the Association with a written answer to the grievance. Such answer shall include the reasons upon which the decision was based.

30.6.3. Step Two. Should the Step One response fail to resolve the grievance, the grievant will submit the grievance to Step Two within five (5) days following receipt of the Vice President's Step One response. The Vice President of Human Resources or designee shall arrange for a Step Two meeting between the grievant and/or the Association and the College President, to take place within ten (10) days of the College's receipt of the appeal. Upon conclusion of the meeting the College President or designee will have ten (10) days to provide a written decision, together with the reasons for the decision, to the grievant and the Association.

30.6.4. Step Three.

A. If the grievance is not resolved at Step Two, the Association may, within twenty (20) days after receipt of the Step Two response, submit a written demand to arbitrate the grievance.

B. Within ten (10) days after such written notice, the Association shall submit a request to the American Arbitration Association for a list of seven (7) arbitrators from Washington and/or Oregon. Within ten (10) days following the receipt of the list of eligible arbitrators, the parties' representatives will meet or confer to select an arbitrator. The parties will each strike three (3) arbitrators from the list in an alternating order, and the remaining arbitrator will hear the dispute. The party exercising the first strike will be the loser of a flip of a coin.

C. The arbitrator selected will confer with the representatives of the College and the Association, hold hearings promptly and issue a decision not later than thirty (30) days from the date the final statements and proof are submitted. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues submitted, unless both parties have requested a bench decision. The decision of the arbitrator will be submitted to the College and the Association and will be final and binding upon the parties.

30.7. Jurisdiction Of Arbitrator

Only grievances which involve an alleged violation by the College during the term of this Agreement and which are processed consistent with the time limits herein provided shall be subject to arbitration.

30.7.1. The arbitrator is limited to adjudication of the issues which under the express terms of this Agreement and any Submission Agreement are subject to arbitration.

30.7.2. The arbitrator will have no authority to issue a decision that modifies, adds to, subtracts from, changes, or amends any term or condition of this Agreement or which is in conflict with the provisions of this Agreement.

30.7.3. The arbitrator shall decide all procedural arbitrability issues arising under this Agreement. Upon request of either party, the merits of a grievance and the procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator, provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.

30.7.4. No arbitrator shall have the authority to remand an issue back to the parties for bargaining.

30.8. Fees and Expenses

The fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall bear the cost of presenting its own case, including any attorney's fees.

30.9. Administrative Channels

Nothing in this Article shall be construed to preclude a faculty member from expressing concerns with regard to any item not covered by this Agreement through the normal administrative channels.

30.10. Release Time

If necessary for a grievance arbitration hearing, a faculty member or Association representative will be released from her/his regular assignment without loss of pay, provided appropriate class coverage is accomplished.

30.11. Files

All documents, communications, and records dealing with the processing of any grievance shall be filed separately from the personnel file of the participants.

ARTICLE 31 - No Strike / No Lockout

31.1. No Strikes or Lockouts

The College and the Association will abide by state law governing strikes and lockouts, including, but not limited to: Strikes and Lockouts Prohibited—Violations—Remedies (RCW 28B.52.078)

ARTICLE 32 - Terms of the Agreement

32.1. Entire Agreement

This Agreement constitutes the entire agreement between the College and the Association and supersedes any previous agreements or understandings, whether oral or written, between the parties. In addition, this Agreement supersedes any rules, regulations, policies, resolutions, or practices of the College which shall be contrary to or inconsistent with its terms.

32.2. Application of College Policies

This Agreement supersedes specific provisions of College policy with which it conflicts. Absent such a conflict, faculty members will be subject to all College policies. Prior to implementing any change in policy that affects a mandatory subject of bargaining, the College shall provide the Association with thirty (30) days' notice. During the notice period, the Association may meet with the College to discuss the proposed change and bargain over its impact.

32.3. Federal and State Laws

Nothing contained herein shall be construed to deny or restrict to any faculty member rights and responsibilities they may have under the laws of the state of Washington and of the United States or other applicable regulations.

32.4. Amendment of Agreement

This Agreement shall only be amended by mutual consent of both parties. Such amendments shall be reduced to writing and ratified by the Board of Trustees and the Association.

32.5. Savings Clause

If any provision of this Agreement or any application of the Agreement to any faculty member, or group of faculty, shall be found contrary to any existing or future law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by such law, but all other provisions of this Agreement shall continue in full force and effect.

32.6. Compliance of Individual Contracts

All Individual Contracts offered to faculty members by the College shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

32.7. Forms

The College will not make changes to the forms used by faculty, administrators and students to evaluate faculty and courses as part of the evaluation processes in this Agreement without first notifying the Association and, if requested by the Association, bargaining over the proposed changes.

32.8. Distribution of the Agreement

Copies of this Agreement shall be posted on the College's internet and intranet within fourteen (14) days after it has been fully executed. The Vice President of Human Resources will notify both full-time and adjunct faculty by e-mail of the intranet and internet website URLs at the time the Agreement is posted. Thirty (30) printed copies shall be provided to the Association at the expense of the College within thirty (30) days after the Agreement has been posted online. The College shall make a printed copy of the Agreement available in the Human Resources office and in the Library Media Center.

ARTICLE 33 - Duration

33.1. Effective Date And Term

This Agreement shall become effective September 1, 2024 and shall remain in force and effect through August 31, 2026. Bargaining for a successor Agreement may begin on or after January 1, 2024.

33.2. Reopeners

33.2.1. Articles in this Agreement relating to economics, fringe benefits, or salaries may be opened for bargaining at any time in the event the Legislature of the State of Washington provides funds for such purposes not already contemplated by this Agreement.

33.2.2. Should the Legislature reduce or eliminate the Workforce Education Fund Nursing Enhancement or the King County Premium Pay, the College and the Association will reopen negotiations to address impacts of this reduced funding, including changes to workload, compensation and/or release time provided in this Agreement and supported by such funding.

Signed this 27th day of January, 2025, at Bellevue, WA

Susan Nightingale	Jan 27, 2025	Richard E. Leigh Jr.	1/27/25
Sue Nightingale Vice President, BCAHE	Date	Richard Leigh Chairman, Board of Trustees	Date
Lindsay Haney	Jan 27, 2025		1/27/25
Lindsay Haney President, BCAHE	Date	Dr. David May President, Bellevue College	Date

APPENDIX A - SALARY SCHEDULE

2025-2026 Salary Schedule

[To be inserted when 2025-2026 salary rates are determined.]

Appendix B - Criteria for Tenure Evaluations

Tenure-track, temporary and tenured faculty will be evaluated on the requirements of their job description, the provisions of the Agreement, and the following criteria (which are more broadly explained in the Tenure Review Committee's Tenure Guidelines). Individuals may concentrate on one or more of the areas below during each of their probationary years or thereafter as appropriate and based on their individual job descriptions. Examples, best practices, and evidence of the expectations outlined below are available in the Tenure Guidelines.

1. **Teaching Effectiveness:** The instructor…

    A. Creates an equitable & safe learning environment that engages students.
    B. Employs a variety of teaching and assessment methods to address students' needs.
    C. Conducts regular assessments to evaluate student learning and instructional methods.
    D. Uses class time effectively and efficiently.

2. **Mentoring/Advising:** The instructor…

    A. Is available and approachable to students outside of the classroom.
    B. Recognizes student needs and maps them to college resources.
    C. Creates a safe and collaborative space to confer with students.
    D. Offers career and/or educational pathway advice to students.

3. **Professional Integrity:** The instructor…

    A. Responds to requests in a timely and thorough manner.
    B. Communicates professionally. Is forthright and respectful to members of the campus community.
    C. Takes accountability. Demonstrates a commitment to resolving conflicts and willingness to admit mistakes.
    D. Sets and maintains appropriate boundaries with students, colleagues, personal time and commitments.
    E. Recognizes and adheres to ethical guidelines in working with students and colleagues.

4. **Governance/Service/Campus Life:** The instructor…

    A. Assumes an equitable share of departmental, division, and college-wide governance responsibilities.
    B. Actively participates in campus events.
    C. Assists with educational outreach and community enrichment opportunities.

5. **Professional Development:** The instructor…

A. Participates and reflects on professional development activities designed to stay current in their discipline and pedagogy of instruction.
B. Shows willingness to share knowledge with colleagues.
C. Collaborates/makes connections with campus resources to improve instruction and benefit students.
D. Maintains professional certifications where appropriate.

6. **Educational Equity:** The instructor…

A. Builds and develops cultural competency skills, awareness, and responsiveness.
B. Teaches in ways that are student-centered, equitable, impactful and effective for students.
C. Engages in diversity and equity-specific professional development and training.
D. Broadens pedagogy to be inclusive.

APPENDIX B1 - TENURE-TRACK

See Section 11.3.5

	Teaching Effectiveness	**Mentoring and Advising**	**Professional Integrity**	**Governance, Service, Campus Life**	**Professional Development**	**Educational Equity**	**Innovation**
Associate Professor	Uses student feedback, peer feedback and student learning indicators to support student success.	Mentors and advises students as needed; connects students with available resources.	Demonstrates personal integrity and communicates respectfully with all members of the campus community.	Participates in program, division and college-wide governance and service.	Engages in and reflects on professional development focused on content and pedagogy.	Builds and develops cultural competencies; engages in professional development opportunities focused on educational equity.	N/A
Senior Associate Professor: In addition to the responsibilities of an Associate Professor…	Participates in program or division level student success initiatives (e.g. program data analysis to address success gaps, universal design for learning, e-learning best practices, classroom research or project-based learning, etc.).	Mentors, advises or serves as a resource for other faculty members, including new tenure-track hires and adjuncts; actively works to make connections between students and other program/division faculty.	Serves in roles that help to mediate conflicts or educate colleagues concerning state/federal ethics requirements (e.g. FERPA, conflict of interest) at the program and division level.	Participates in or takes a leadership role in program, division and college-wide governance or service (e.g. serves on TES or faculty screening committees).	Engages in professional development that increases disciplinary scope or currency. Shares knowledge from professional development opportunities with colleagues at the program or division level, through formal and informal opportunities.	Seeks out opportunities to integrate educational equity into pedagogy and curriculum; provides leadership within the program or division to support implementation of equitable practices that advance the college mission.	Seeks opportunities to apply creativity and to innovate in courses and programs; collaborates with others to create and innovate (e.g., expand access/success for underserved populations; identify and implement new directions for courses or programs; integrate new pedagogy, classroom research, or project-based learning).
Full Professor: In addition to or in lieu of the responsibilities of a Senior Associate Professor…	Takes a leadership role in college-level student success initiatives (e.g., FACT, program-level assessment, competency-based or other promising teaching/assessment methods, classroom research or project-based learning, etc.).	Takes a leadership role in developing or implementing division or college-wide mentoring and advising opportunities; (e.g., FYE, TRiO, MCS, etc.).	Serves as a leader in dispute resolution at the college level (e.g., academic grievance, Dismissal Review, or Labor /Management Committees).	Takes a leadership role and participates in program, division and college-wide governance or service, including campus events, educational/community outreach (e.g. chairs TRC or other committee, chairs faculty screening committees, organizes community events or presentations).	Develops and facilitates PD opportunities for others that may have college-wide, regional or national impact (e.g. organizes workshops delivered via the Commons, brings speakers or other resources to campus, or presents professional papers at conferences).	Provides college-wide leadership in developing, supporting and implementing equitable instructional practices (e.g. participates in delivering educational equity workshops, infuses equity-minded best practices across curriculum).	Takes a leadership role in creating projects or partnerships that deliver innovative, high-impact activities or programs with institution-wide impact for student success (e.g. initiate new programs, degrees or student support systems, attract new student audiences to BC, establish community and corporate connections and support, obtain grants or other external resources).

APPENDIX B2 – ELI Lead Faculty

See Section 11.3.5

	Teaching Effectiveness	**Mentoring and Advising**	**Professional Integrity**	**Governance, Service, Campus Life**	**Professional Development**	**Educational Equity**	**Innovation**
Assistant Professor	Uses student feedback, peer feedback and student learning indicators to support student success.	Mentors and advises students as needed; becomes familiar with available campus resources.	Demonstrates professional integrity and communicates respectfully with all members of the campus community.	Participates in program governance and service.	Engages in and reflects on professional development focused on content and pedagogy.	Builds and develops cultural competencies; engages in professional development opportunities focused on educational equity.	N/A
Associate Professor: In addition to the responsibilities of the ELI Assistant Professor…	Participates in program or departmental level student success initiatives.	Mentors, advises or serves as a resource for program faculty members, particularly new hires, and connects students to available campus resources.	Demonstrates professional integrity, communicates respectfully with all members of the campus community and serves as a role model for other program faculty.	Participates in and takes a leadership role in program governance and service (e.g. serves on faculty screening committees).	Engages in professional development that increases disciplinary scope or currency. Shares knowledge from professional development opportunities with colleagues at the program level through formal and informal opportunities.	Seeks out opportunities to integrate educational equity into pedagogy and curriculum.	Seeks opportunities to apply creativity and to innovate courses.
Senior Associate Professor: In addition to the responsibilities of the ELI Associate Professor…	Participates in program level student success initiatives and division level initiatives (e.g. program data analysis to address success gaps, universal design for learning, classroom	Mentors, advises or serves as a resource for other faculty members, particularly new hires and adjuncts; actively works to make connections between students and other program/division faculty.	Serves in roles that help to mediate conflicts or educate colleagues concerning state/federal ethics requirements (e.g. FERPA, conflict of interest, SEVIS) at the program and division level.	Participates in or takes a leadership role in program, division and college-wide governance or service.	Engages in professional development that increases disciplinary scope or currency. Shares knowledge from professional development opportunities with colleagues at the program or division	Seeks out opportunities to integrate educational equity into pedagogy and curriculum; provides leadership within the program or division to support implementation of equitable practices	Seeks opportunities to apply creativity and to innovate in courses and programs; collaborates with others to create and innovate within the program and division.

	Teaching Effectiveness	Mentoring and Advising	Professional Integrity	Governance, Service, Campus Life	Professional Development	Educational Equity	Innovation
	research or project-based learning, etc.).				level, through formal and informal opportunities.	that advance the college mission.	
	Teaching Effectiveness	**Mentoring and Advising**	**Professional Integrity**	**Governance, Service, Campus Life**	**Professional Development**	**Educational Equity**	**Innovation**
Full Professor: In addition to or in lieu of the responsibilities of the ELI Senior Associate Professor…	Takes a leadership role in college-level student success initiatives (e.g., FACT, program-level assessment, competency-based or other promising teaching/assessment methods, classroom research or project-based learning, etc.).	Takes a leadership role in developing or implementing division or college-wide mentoring and advising opportunities; (e.g., FYE, TRiO, MCS, etc.).	Serves as a leader in dispute resolution at the college level (e.g., academic grievance, Dismissal Review, or Labor /Management Committees).	Takes a leadership role and participates in program, division and college-wide governance or service, including campus events, educational/community outreach (e.g. chairs TRC or other committee, chairs faculty screening committees, organizes community events or presentations).	Develops and facilitates PD opportunities for others that may have college-wide, regional or national impact (e.g. organizes workshops delivered via the Commons, brings speakers or other resources to campus, or presents professional papers at conferences).	Provides college-wide leadership in developing, supporting and implementing equitable instructional practices (e.g. participates in delivering educational equity workshops, infuses equity-minded best practices across curriculum).	Takes a leadership role in creating projects or partnerships that deliver innovative, high-impact activities or programs with institution-wide impact for student success (e.g. initiate new programs, degrees or student support systems, attract new student audiences to BC, establish community and corporate connections and support, obtain grants or other external resources).

APPENDIX B3 - Counseling Faculty

See Section 11.3.5

	Teaching Effectiveness	**Mentoring and Advising**	**Professional Integrity**	**Governance, Service, Campus Life**	**Professional Development**	**Educational Equity**	**Innovation**
Associate Professor: In addition to the responsibilities of the Counseling Assistant Professor…	Uses student feedback, peer feedback and student learning indicators to support student success.	Provides culturally competent and social-justice oriented short and long-term individual counseling (personal, educational, career, crisis) and/or group counseling.	Demonstrates professional integrity, communicates respectfully with all members of the campus community and serves as a role model for other program faculty.	Participates in and takes a leadership role in program governance and service.	Engages in and reflects on professional development focused on content and pedagogy. Maintains professional license with the Washington state Department of Health.	Builds and develops cultural competencies; engages in professional development opportunities focused on educational and/or mental health equity.	N/A
Senior Associate Professor: In addition to the responsibilities of the Counselor Associate Professor…	Participates in program level student success initiatives and division level initiatives (e.g. program data analysis to address success gaps, universal design for learning, classroom research or project-based learning, etc.).	Mentors, advises or serves as a resource for other faculty members, particularly new hires and adjuncts; actively works to make connections between students and other program/division faculty.	Serves in roles that help to mediate conflicts or educate colleagues concerning state/federal mental health ethics requirements (e.g. FERPA, conflict of interest, SEVIS) at the program and division level.	Participates in or takes a leadership role in program, division and college-wide governance or service. (e.g. serves on TES or faculty screening committees).	Engages in professional development that increases disciplinary scope or currency. Shares knowledge from professional development opportunities with colleagues at the program or division level, through formal and informal opportunities.	Seeks out opportunities to integrate educational equity into pedagogy, counseling and curriculum; provides leadership within the program or division to support implementation of equitable practices that advance the college mission.	Seeks opportunities to apply creativity, innovate and collaborate to identify and implement new directions for courses or programs.
Full Professor: In addition to or in lieu of the responsibilities of the Counselor Senior	Takes a leadership role in college-level student success initiatives (e.g., FACT, program-level assessment, competency-based or other promising teaching/assessment methods, classroom	Takes a leadership role in developing or implementing division or college-wide mental health or mentoring and advising opportunities; (e.g., FYE, TRiO, MCS, etc.).	Serves as a leader in dispute resolution at the college level (e.g., academic grievance, Dismissal Review, or Labor /Management Committees) or	Takes a leadership role and participates in program, division and college-wide governance or service, including campus events, educational/community outreach (e.g. volunteer and/or	Develops and facilitates PD opportunities for others that may have college-wide, regional or national impact (e.g. organizes workshops delivered via the Commons, brings	Provides college-wide leadership in developing, supporting and implementing equitable instructional practices (e.g. participates in delivering	Takes a leadership role in creating projects or partnerships that deliver innovative, high-impact activities or programs with institution-wide impact for student success (e.g. initiate

	Teaching Effectiveness	**Mentoring and Advising**	**Professional Integrity**	**Governance, Service, Campus Life**	**Professional Development**	**Educational Equity**	**Innovation**
Associate Professor…	research or project-based learning, etc.).		provides mental health related education to non-counseling faculty and staff.	give limited public presentations)	speakers or other resources to campus, or presents professional papers at conferences)	educational equity workshops, integrates equitable and accessible mental health practices within the curriculum or daily work of the department.)	new programs, degrees or student support systems, attract new student audiences to BC, establish community and corporate connections and support, obtain grants or other external resources).

APPENDIX C - ACADEMIC CALENDAR

Academic Calendar | 2024 to 2025

Holiday	Instruction Day	President's Day	Student Success Day	Finals Days

Sep 2024

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Oct 2024

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Nov 2024

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Dec 2024

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Jan 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Feb 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

Mar 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Apr 2025

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Jun 2025

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Jul 2025

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Aug 2025

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Academic Calendar | 2025 to 2026

Holiday	Instruction Day	President's Day	Student Success Day	Finals Days

Sep 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Oct 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Nov 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Dec 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Jan 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Feb 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

Mar 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Apr 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Jun 2026

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Jul 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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Projected Academic Calendar | 2026 to 2027

Holiday	Instruction Day	President's Day	Student Success Day	Finals Days

Sep 2026

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Oct 2026

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Nov 2026

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Jan 2027

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Feb 2027

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Mar 2027

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Apr 2027

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May 2027

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Aug 2027

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Projected Academic Calendar | 2027 to 2028

Holiday	Instruction Day	President's Day	Student Success Day	Finals Days

Sep 2027

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Jan 2028

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Mar 2028

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Apr 2028

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May 2028

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Jun 2028

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Aug 2028

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Projected Academic Calendar | 2028 to 2029

Holiday	Instruction Day	President's Day	Student Success Day	Finals Days

Sep 2028

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Oct 2028

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Nov 2028

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Dec 2028

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Jan 2029

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Feb 2029

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Mar 2029

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Apr 2029

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May 2029

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Jun 2029

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Jul 2029

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Aug 2029

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APPENDIX D - PROGRAM AND CLASS SIZE MAXIMUMS

Implementation

Course capacities for courses will be determined according to the following standards. The Course Type outlined below for existing courses will be determined by the Provost or designee and the BCAHE President working in collaboration. Courses for which the class caps requires an exception for reasons described below, will be addressed on a case-by-case basis to obtain mutual agreement on an appropriate adjustment.

Class Size Maximums

Course Type	**Students**
Large Ensembles/Little individual contact	70
Lecture Courses/Physical Activity	36
Computer Lab	30
First Aid/300-400 level classesLab/Studio/Applied Learning/Engineering	28
Writing Courses	26
Language// Human Development/CEO Workshop/	
Small Ensemble/Field Courses	24
Developmental	22
Performance/Internship/Work-based Course/Practicum/ Capstones/Experiential/ELI/Parent Ed w/Children	20
OLS Courses	18
Research Intensive/Seminar/Colloquium//IBP/	16
Clinical, including BAS	10-20
Independent Study	5

Exceptions at the section level to the above course capacities for unique course workload mode that are situation dependent will be determined on a case-by-case basis and approved by the Provost or designee.

- Site dependent courses (*e.g.*, Travel study courses, Criminal Justice site)
- Facility dependent courses (*e.g.*, Art studio, Science lab, Radio, Physical Activity space)
- Interdisciplinary Studies and Special Topics courses
- Accreditation dependent courses (e.g., Health Sciences courses)

Course capacities in this Appendix are subject to the following:

1. Requests for specific class size exceptions are to be taken to the Curriculum Advisory Committee for recommendation to the Associate Vice President of Academic Affairs. Substantive rationale must be provided and supported for exceptions.
2. BCAHE will receive annual notifications of any approved exceptions for new courses.
3. Adjustments within this Appendix, including program standards, requested by the administration or the Association, will be brought to the Labor-Management Committee for resolution.
4. The College reserves the right to adjust any of the above class size maximums to the extent that such adjustment is necessary to bring the program of which the class is a part to 100 percent or less of the State funding formula. Any such adjustment shall only be made pursuant to Article 16.4.
5. It is the responsibility of the College to maintain the electronic master course catalog and make corrections as necessary to capacities listed. The Association will be notified of any such adjustments. If the Association does not concur with the adjustments, the issue will be resolved through the Labor-Management Committee.

APPENDIX E - PROGRAM CHAIR POSITION DESCRIPTION

1. Manage program curriculum and enrollment and provide input on quarterly and annual class schedules:

    - Coordinate with the Division Administrator (Assistant Dean, Associate Dean, or Dean) to build an annual schedule and offer quarterly courses based on the annual schedule.
    - Recommend staffing for scheduled courses.
    - Coordinate with the Division Administrator to manage schedule: size, enrollment, enrollment patterns, and efficiencies.
    - Manage program curriculum and the breadth and quality of course offerings.
    - Provide the College-approved course outlines, learning outcomes and general education outcomes to faculty for all courses they are assigned.
    - Oversee development and maintenance of program information (e.g., program handbooks, brochures, website, etc.).
    - Coordinate with Division Administration, Program Manager, Marketing and Advising on program marketing and student recruitment.

2. Provide leadership in the Division, and the college, including:

    - Coordinate the vision, goals, and direction of the program.
    - Represent and promote the program and program concerns to the Division, campus, and general public.
    - Meet regularly with the Dean or AD and attend all scheduled program chair meetings.
    - Convene and conduct regular program meetings and Community Advisory Board meetings as required.
    - Coordinate with other programs on campus that share facilities, resources, or provide program courses needed for degrees.
    - Conduct program reviews and perform other duties related to program leadership as may be requested by the college.
    - Develop program accreditation materials and reports (annual and periodic). Prepare for site visits, respond to questions or concerns from visitors.
    - Provide input on articulation with other institutions as appropriate, including baccalaureate colleges, other community colleges, and high schools.
    - Coordinate project work for program faculty.
    - Work with other faculty to create/review policies and procedures (*i.e.*, what constitutes a concentration in the discipline or program.
    - Coordinate program response to and implementation of college policies, procedures and initiatives (*e.g.*, performance indicators, assessment, student success, etc.)
    - Communicate with advising center on requirements, advising, deadlines and materials.
    - Coordinate with advising and program managers to participate in orientation meetings with potential students or advising sessions with majors.
    - Coordinate faculty advising within the program.
    - Coordinate student practicums and work experiences.

3. Recruit, recommend for employment, orient, and assist program faculty, including:

- Coordinate processes to recruit, interview, recommend adjunct faculty for employment
- Serve on hiring committees for full-time faculty.
- Orient and coordinate mentorship for all adjunct faculty. Coordinate the evaluation of adjunct faculty.
- Coordinate substitutes for faculty on short or long-term leave, as needed.
- Assist faculty in responding to and addressing student concerns, grievances and complaints.

4. Coordinate with Division Administrator to work within program budgets and manage program equipment needs, including:

    - Maintain familiarity with program budgets and spending patterns.
    - Review and recommend expenditures consistent with budgeted limits.
    - Coordinate program requests to the College's budget planning process.
    - Coordinate equipment and licensed resource selection, purchase, installation and maintenance, including planning for changes related to new versions and different technology.
    - Coordinate with the library on program needs for library and media resources.
    - Provide guidance about textbook options, including OER resources and ancillary course materials, for faculty in the program and coordinate the selection process of common textbooks when appropriate. Where appropriate, collaborate to establish and monitor procedures for safe, appropriate, and efficient use of program facilities.

5. Additional responsibilities as required by the discipline, including:

    - For selective admissions programs:

        - Develop admission criteria with faculty and administration consistent with College policies, professional guidelines, and market demands.
        - Communicate with advising center on advising and admission requirements, including application deadlines, and program materials provided to prospective students.
        - Review all application materials received from students; check applicant credentials if necessary.

    - For programs with required advisory committees:

        - Coordinate with program manager to manage advisory committee.
        - Recruit and retain advisory committee members.
        - Work with other faculty and advisory committee, when appropriate, to create/review program policies and procedures.

    - For programs with discipline accreditation:

        - Maintain communications with professional and accrediting organizations.

- Write required self-studies per accreditation timelines.
- Ensure students, faculty and communities of interest have all required information regarding accreditation.
- Work with licensing bodies; provide licensing information for students, send graduation information to licensing agencies.

- For HSEWI allied health programs:

  - Stay current on immunization guidelines and ensure faculty are informed of changes and ensure faculty are current on immunizations prior to assigning to clinical sites.
  - Identify and procure clinical sites for programs through developing relationships with local health care facilities.
  - Connect staff with clinical sites to facilitate contract development]
  - Facilitate student/faculty relationships with professionals at clinical sites.
  - Maintain oversight of student clinical progress in coordination with faculty

- For Counseling:

  - Direct the provision of counseling and psychological services to College students
  - Maintain the integrity of counseling and psychological services provided by the Center.
  - Provide clinical supervision of unlicensed clinical staff, including practicum students and interns.

- For Library:

  - Participate in long-range planning work as a member of the Library Media Center (LMC) Executive Team.
  - Resolve operational and procedural problems in cooperation with the LMC Executive team and librarians.
  - Coordinate librarians' annual goals and submit year-end report to Library Associate Dean and Dean.
  - Coordinate with Circulation, Technical services, and eLearning to ensure access to materials and services.
  -

APPENDIX F - HIGH DEMAND FIELDS OF STUDY AND DISCIPLINES FULL TIME FACULTY

Tier A

- 99602: Business Technology Specialist (BATECH)
- 99605: IBIT Marketing Management
- 99606: Network Svcs & Comp Systems (Information Technology)
- 99608: IBIT Information Technology
- 99609: IBIT Information Systems (Software Development AAS)
- 99610: Business Intelligence
- 99611: BAS Info System and Technology (Software Development BAS)
- 99612: BAS Data Analytics (Data Management & Analysis BAS)
- 99614: Robotics & AI
- 99701: Engineering
- 99707: Mathematics
- 99716: Computer Science
- 99802: Diagnostic Ultrasound
- 99805: Nuclear Medicine Technology
- 99809: Radiation Therapy
- 99811: BAS Radiation Imaging Science
- 99812: Neurodiagnostic Technology
- 99815: Healthcare Informatics

Tier B

- 99603: Digital Media Arts
- 99607: Programming
- 99703: Biology
- 99712: Chemistry
- 99715: Physics

- 99717: Molecular Biosciences
- 99810: Radiologic Technology
- 99814: Allied Health
- 99817: Healthcare Mgmt & Leadership
- 99901: Criminal Justice

Course Prefixes:

The list of course prefixes below is hereby granted High Demand status by the College.

Tier A

- AI – Artificial Intelligence
- BUSIT - Business Intelligence
- CS - Computer Science
- DATA - Data Analytics
- DOSM - Medical Dosimetry
- DUTEC - Diagnostic Ultrasound
- ENGR, ENGR& - Engineering
- HCI - Healthcare Informatics
- DEV – Software Development
- IT - Information Technology
- MKTG - Marketing
- MA TH, MA TH& - Mathematics
- NDT - Neurodiagnostic Technology
- NMTEC - Nuclear Medicine Technology
- RADON - Radiation Therapy
- RAIM - Radiation and Imaging
- RAIT - Radiation and Imaging Technology

- SEC - Cybersecurity

Tier B

- AHE, AHEA, AHEE, AHEL, AHEM, AHEP - Allied Health
- BIOL, BIOL& - Biology
- CHEM, CHEM& - Chemistry
- CJ, CJ&- Criminal Justice
- DMA - Digital Media Arts
- HCML - Healthcare Management and Leadership
- MBS - Molecular Biosciences
- PHYS, PHYS& -Physics
- RA TEC - Radiologic Technology

APPENDIX G - Reduction In Force ("RIF") Units

The College's current RIF units are as follows. Additional RIF units may be created to reflect new programs after consultation with the Association.

Accounting/Paraprofessional Accounting
Administration of Criminal Justice
Adult Basic Education (ABE/GED)
Allied Health
American Sign Language
Anthropology
Art
Astronomy
Biology
Botany
Business Administration – Transfer
Business Management
Chemistry
Chinese
Communication Studies
Computer Science
Counseling and Human Development
Cultural and Ethnic Studies
Cybersecurity
Data Management and Analysis
Diagnostic Ultrasound
Digital Media Arts
Early Learning and Teacher Education
Economics
Electroneurodiagnostic Technology (ENDT)
Engineering – Transfer
English
English as a Second Language
Environmental Science
Experiential Learning
First Year Seminar (FYS)
French
Geography
Geology
German
Health Promotion and Management
Healthcare Informatics
Healthcare Management & Leadership
History
Info System & Info Technology
Information Technology

Interior Design
Japanese
Library
Marketing Management
Mathematics
Meteorology
Molecular Biosciences
Music
Nuclear Medicine Technology
Nursing
Nutrition
Oceanography
Philosophy
Physical and Health Education
Physical Sciences* Available only for individuals in this unit prior to September 1, 1995
Physics
Political Science
Psychology
Radiation and Imaging Technology
Radiation Therapy
Radiologic Technology
Sociology
Software Development
Spanish
Theater Arts

APPENDIX H - Occupational Life Skills

All Occupational Life Skills faculty are responsible for teaching, professional development, governance, evaluation and advising duties, and expectations as is appropriate to their rank as outlined in this Appendix. Activities including creating accessible syllabi, content and assignments, pre-quarter prep, daily planning, classroom learning, grading of assignments and assessments, course setup and maintenance on Canvas, and communication of student issues with support staff in different formats including verbal and email, are all part of these general expectations.

It is recognized that OLS lead, temporary full time and adjunct faculty have additional expectations which result in an increased workload factor (1.5 compared to 1.0 for standard lecture classes - Article 16.5.1.n). Pay rates for OLS courses include the following additional required duties:

Program Duties:

- Attend one Quarterly Staff Meeting
- Participate in a minimum of two (2) Service Projects per academic year (up to four (4) hours per year total)
- Write one newsletter item per class
- Write one marketing story per quarter

Course & Curriculum Responsibilities:

- Be available in the classroom for student assistance for a total of 30 minutes before and/or after each class meeting (counts towards Office Hour requirement)
- Plan and attend one community activity per course per quarter (may replace some class meeting hours)
- Submit and consult on quarterly course revisions and updates

Student Success Support:

- Consult with Student Success Program Manager regarding student action plans
- Attend faculty-staff Brown Bag meetings to discuss student performance (up to 3 per quarter if they don't conflict with teaching schedule)
- Complete a mid-term student performance review for each student
- Complete an end-of-the-quarter performance report for each student
- Attend an end-of-quarter meeting with Student Success Program Manager to discuss student performance

Additional work for adjunct faculty should first be credited towards any adjunct governance requirements, after which the Dean or designee may preapprove additional work at the Category A hourly rate. This work may include additional learning labs, admissions assessment, curriculum development, and summer programs. This work must be preapproved and assigned by the Associate Dean or designee.

In addition, Class substitutions in OLS where subject matter expertise is needed, but no out of class work is required for OLS faculty will be paid hourly at Category B rates. Substitutions for assignments that are more than 10% of course contact hours are paid at the Category C rate. Accepting a substitute assignment is voluntary.

The parties recognize that these duties may change over time and that any significant changes to these expectations will be discussed through Labor Management Committee.

LOA Experimental Learning Internship Coordinator

Letter of Agreement

Between

Bellevue College

and

Bellevue College Association of Higher Education

Experiential Learning Internship Coordinator

The purpose of this Letter of Agreement between Bellevue College (the "College") and the Bellevue College Association of Higher Education (the "Association") is to memorialize their agreement regarding the calculation of faculty workload in the Experiential Learning program for a full-time faculty internship instructor-coordinator position and for adjunct faculty co- teaching internship courses. This agreement will be effective for the duration of this 2024-2026 agreement as outlined in Article 33._

Full-time Faculty Internship Instructor-Coordinator Workload

The Experiential Learning full-time faculty position for an instructor-coordinator comprises 211 contracted days of work over four academic quarters, i.e., Summer, Fall, Winter, and Spring Quarters. Teaching represents 65 percent of the responsibilities for this position, with non-instructional work making up the remaining 35 percent.

Historically, the number of internship students enrolled each quarter varies, with Summer Quarter enrolling the highest number of students. The faculty workload for this position will be based on an average of 28 internship students enrolled per quarter over the four quarters of the academic (and fiscal) year, i.e., Summer, Fall, Winter, and Spring Quarters.

Faculty load will be calculated at 0.035 FTE per enrolled internship student per quarter paid at the appropriate adjunct rate.

A full-time faculty member will meet the annual workload band for this position when 112 students have enrolled for the entire academic year (Summer, Fall, Winter, and Spring Quarters combined).

Full-time faculty may receive additional compensation on a per-student basis when quarterly enrollment exceeds 28 students or annual enrollment exceeds 112 students.

Compensation for enrollment over the full-time faculty workload expectations, i.e., over the average 28 students per quarter or over 112 students per academic (and fiscal) year, will be paid at 0.035 FTE per student. Mutual agreement between the faculty member and Dean is required for enrollment over full-time workload expectations in accordance with BCAHE CBA Article 18.2.4.

Discipline Faculty Co-Instructor Faculty Workload

Workload for discipline faculty who co-teach 400-level internship courses with a faculty internship-coordinator will be paid at half the Independent Study rate, or 0.035 x students x credits.

Lindsay Haney — Jan 8, 2025

Lindsay Haney
President – BCAHE

Date

Frances Dujon-Reynolds — 9/5/2024

Frances Dujon-Reynolds
Vice President – Human Resources

Date

LOA Increasing Tenure Track Positions

Letter of agreement between
Bellevue College
and
Bellevue College Association of Higher Education

Increasing Tenure Track Positions

The College commits to increasing the number of full-time tenure track positions by five (5) prior to the expiration of the 2024-26 agreement.

Lindsay Haney President, BCAHE
Date 1/7/2025

Frances Dujon-Reynolds

Frances Dujon-Reynolds VP of Human Resources, BC
Date 1/6/2025

MOU Assistant Dean Eligibilty

Memorandum of Understanding

Between Bellevue College and

The Bellevue College Association of Higher Education

Assistant Dean Eligibility

Effective Academic Years 2024 – 2025

Article 13.2 of the Collective Bargaining Agreement restricts current Program Chairs from the pool of eligible Full time promoted faculty who can be appointed to an open Assistant Dean position.

ADs will be appointed to a three (3) year term by the dean following an internal recruitment process that informs all College faculty of the opening, and all eligible full-time faculty who have received a promotion at the College have an opportunity to apply. All full-time and promoted adjunct faculty within the Division will be able to cast a vote in favor or disapproval of each applicant's candidacy. All applicants who receive a majority approval vote will be forwarded to the dean as finalists. Program chairs cannot serve as both the AD and chair of their program.

For the duration of the 2024-2025 Academic Year, The College and BCAHE agree that in the event no qualified applicants apply for a vacant Assistant Dean position, the Dean may choose to open the position to Program Chairs within the division. If approved and subsequently appointed by the Dean, they may serve in that role for 1 year. The Dean should be consulted whenever a decision impacts the Program of the combined Assistant Dean/Program Chair. The conditions in Article 13.6 will apply to Assistant Deans appointed under this LOA.

Lindsay Haney — Jan 9, 2025

Lindsay Haney — Date
President, BCAHE

Frances Dujon-Reynolds — 1/9/2025

Frances Dujon-Reynolds — Date
Vice President of Human Resources

LOA New Faculty Training and Compensation

Letter of agreement between
Bellevue College
and
Bellevue College Association of Higher Education

New Full-Time Faculty Training and Compensation
For the 2024-2025 academic year, the College and BCAHE agree that new Full-time tenure track faculty and newly-hired ELI/OLS lead faculty will be expected to complete the following trainings and will receive a flat rate stipend in the amount of $2550 upon completion:

- New Faculty Orientation as outlined in Article 23.5.2
- Educational Equity Workshop (EEQ) outlined in Article 17.5.2
- Online Excellence Teaching Academy (OETA) as outlined in Article 17.5.3

The provisions of this LOA will expire on August 31, 2025 and the conditions of Article 17.5.4 will apply to all new full-time tenure-track faculty and newly-hired ELI/OLS lead faculty hired for the 2025-2026 academic year.

Lindsay Haney
President, BCAHE

Date 1/7/2025

Frances Dujon-Reynolds
Frances Dujon-Reynolds
VP of Human Resources, BC

Date 1/6/2025